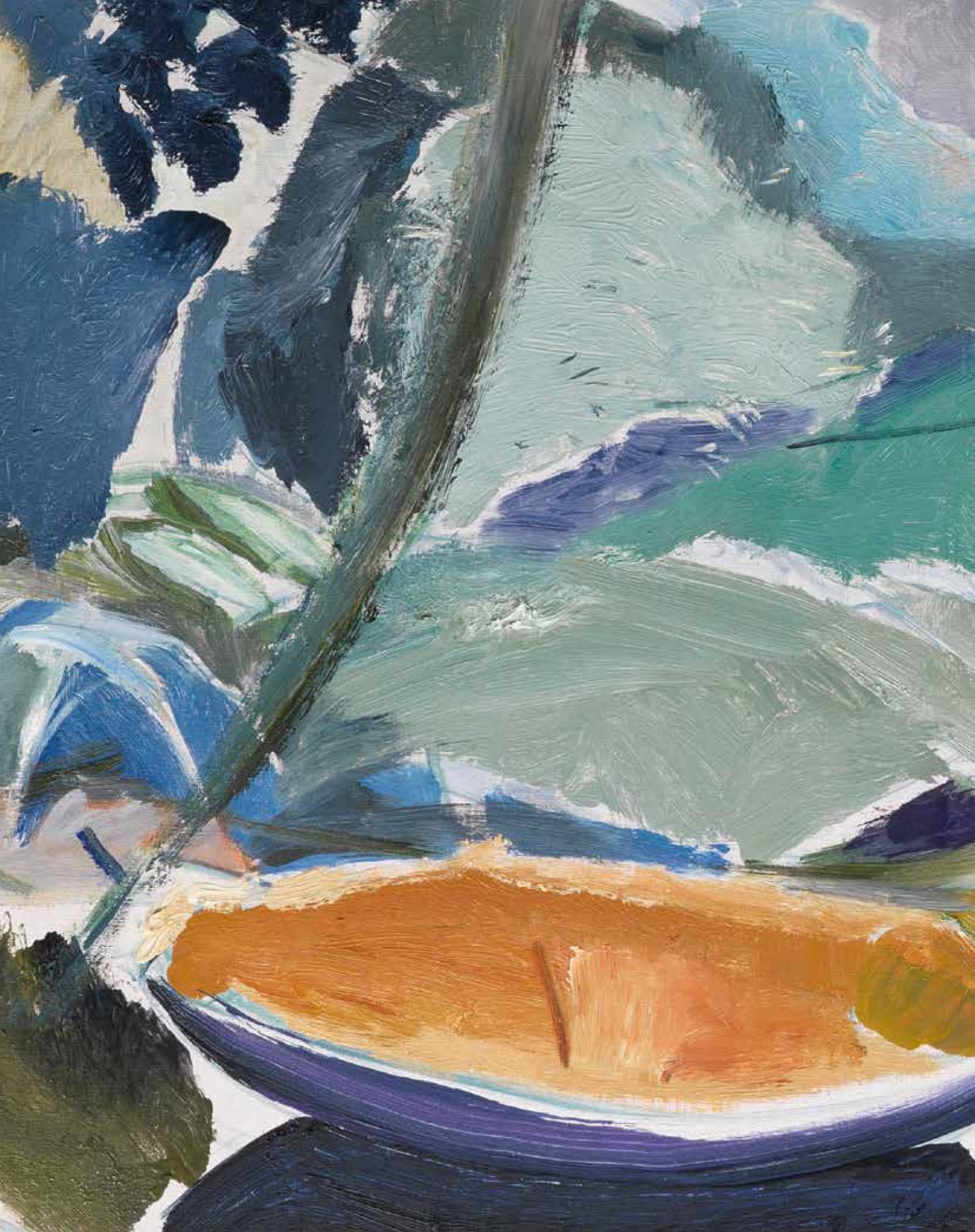


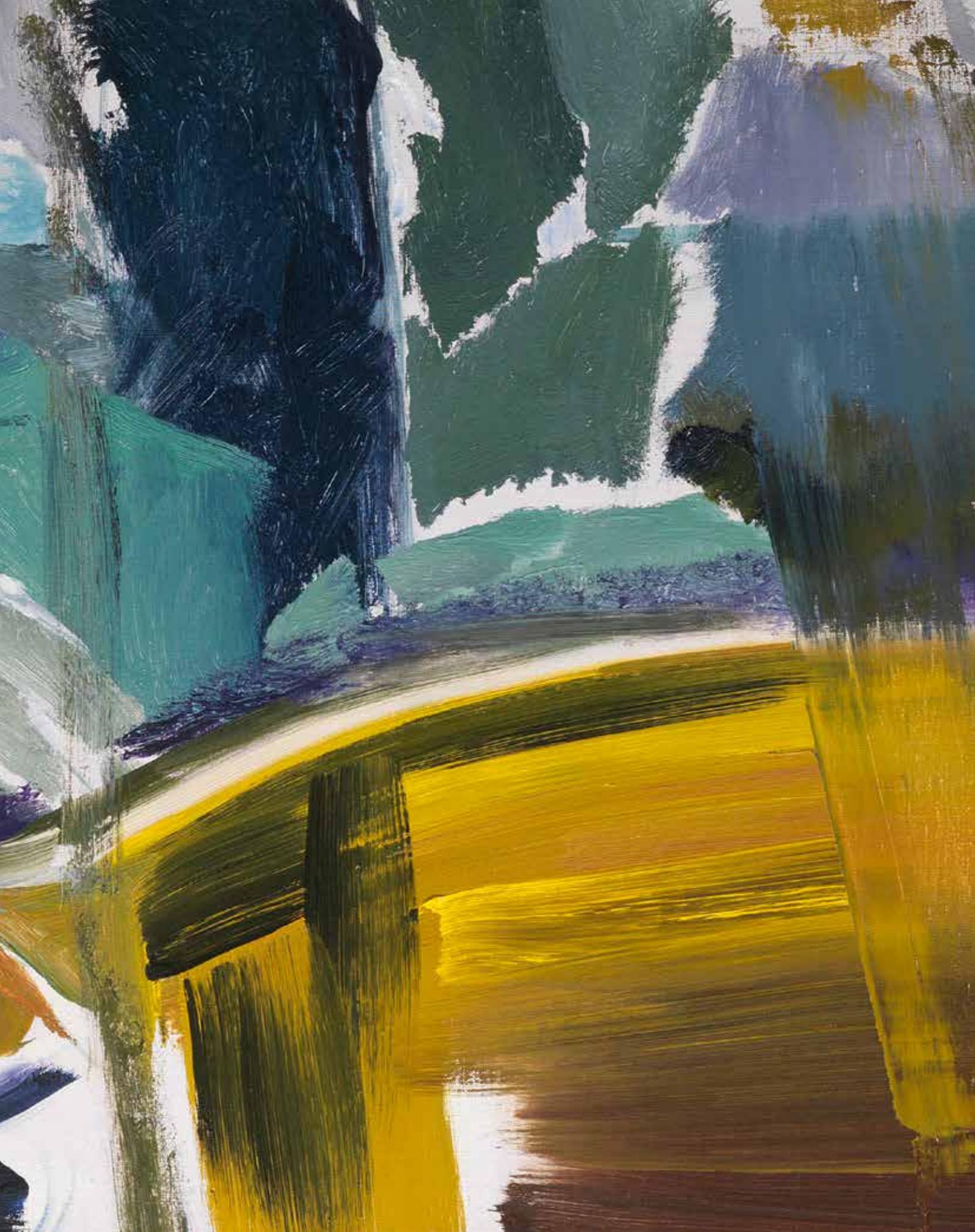
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AND IRISH ART**

Wednesday 10 June 2015

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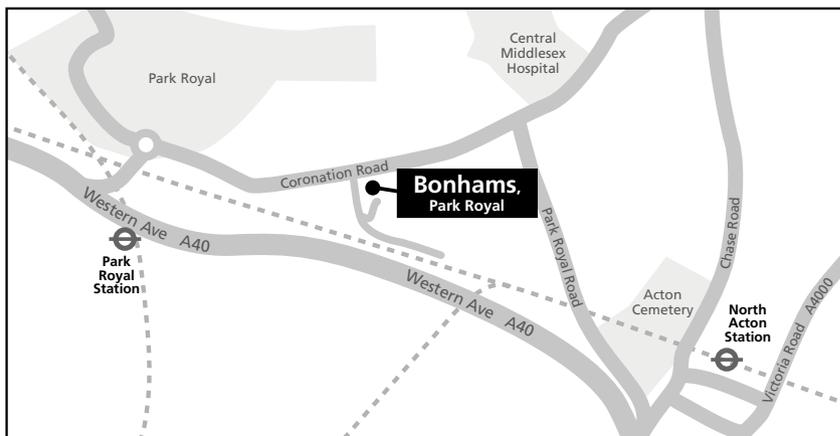
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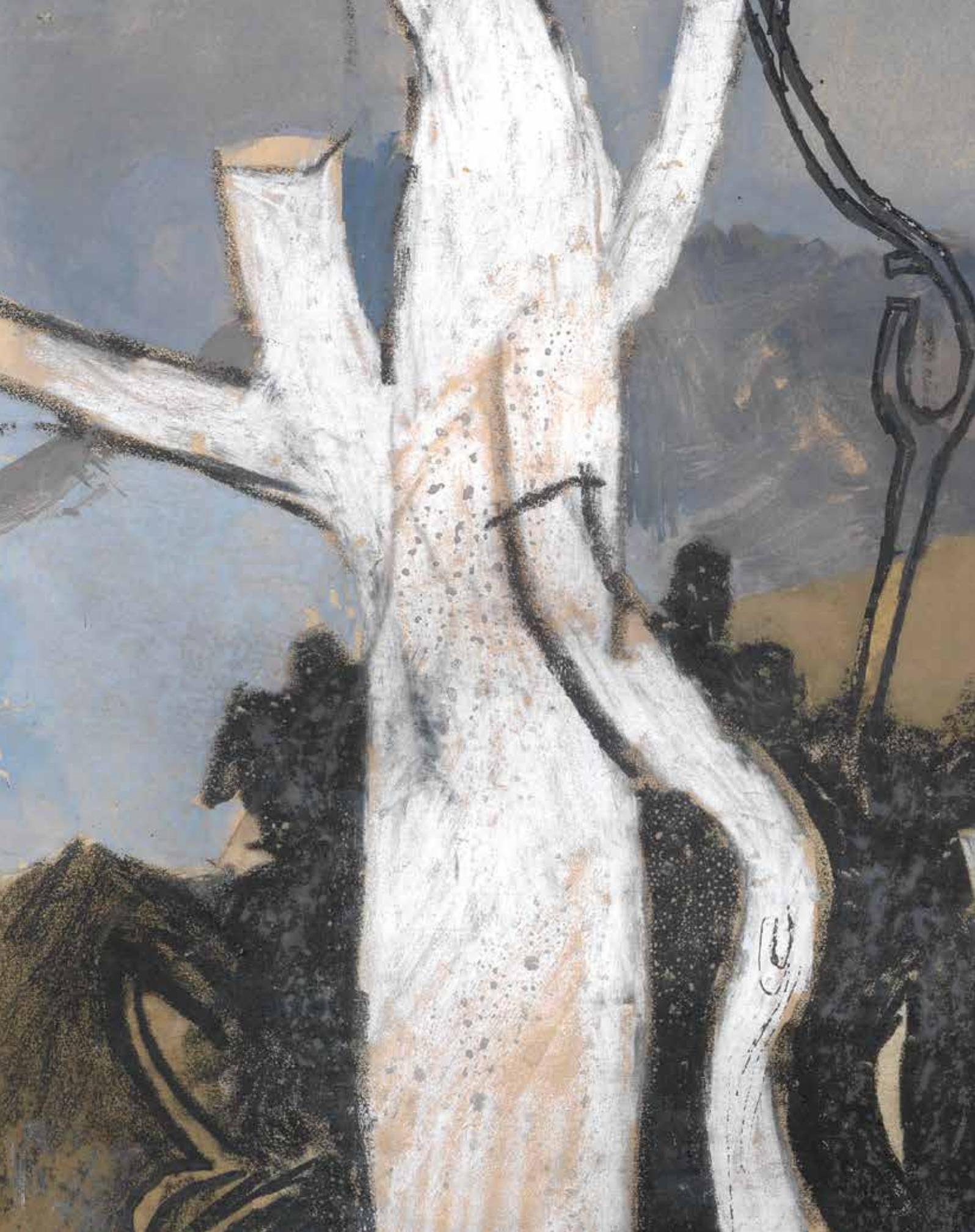
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EIGHT WORKS BY KEITH VAUGHAN



1 AR

KEITH VAUGHAN (1912-1977)

Taroudant: Negroes among Olive Trees
signed and dated 'Keith Vaughan/65.' (lower right)
wash, gouache, ink and pastel
22.9 x 19 cm. (9 x 7 1/2 in.)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

With Marlborough Fine Art, London (as *Tarrondannt: Negroes among Olive Trees*)
Baron Wilfred Brown MBE, 1975, and by family descent to the present owner
Private Collection, U.K.

Wilfred Brown was the chairman and managing director of Glacier Metal Company. The present lot was given to him by colleagues on the occasion of his retirement in 1975. It was selected by Elliot Jacques, the Canadian psychoanalyst who worked with Brown on a worker behavioural study called the Glacier Project.

Vaughan visited Morocco in April 1965 with his friend and doctor, Patrick Woodcock. They hired a car and drove all over the country, starting in the south at Taroudant and then moving on to Agadir, Essaouira ('Tremendous intensity of light. Burning sun and perpetual cold wind'), Marrakech and finally arriving at Casablanca ('The worst town I know after Mexico City'). There they left their car and took a train to Tangier ('I leave with more regret than I would have thought possible').

Inside the ramparts of Taroudant, in the Sous Valley, Vaughan witnessed gathering groups of people in the Arab Souk and the Berber markets. These assemblies of figures inspired many of his subsequent compositions. His Moroccan sojourn had a profound effect on Vaughan's oil and gouache painting and, on his return, he produced a series of mysterious Moroccan paintings; twenty-seven of these were shown at the Marlborough New London Gallery in October that year. As a result of the visit, his forms became more simplified, his colours more intense and his use of gouache pigment more assured.

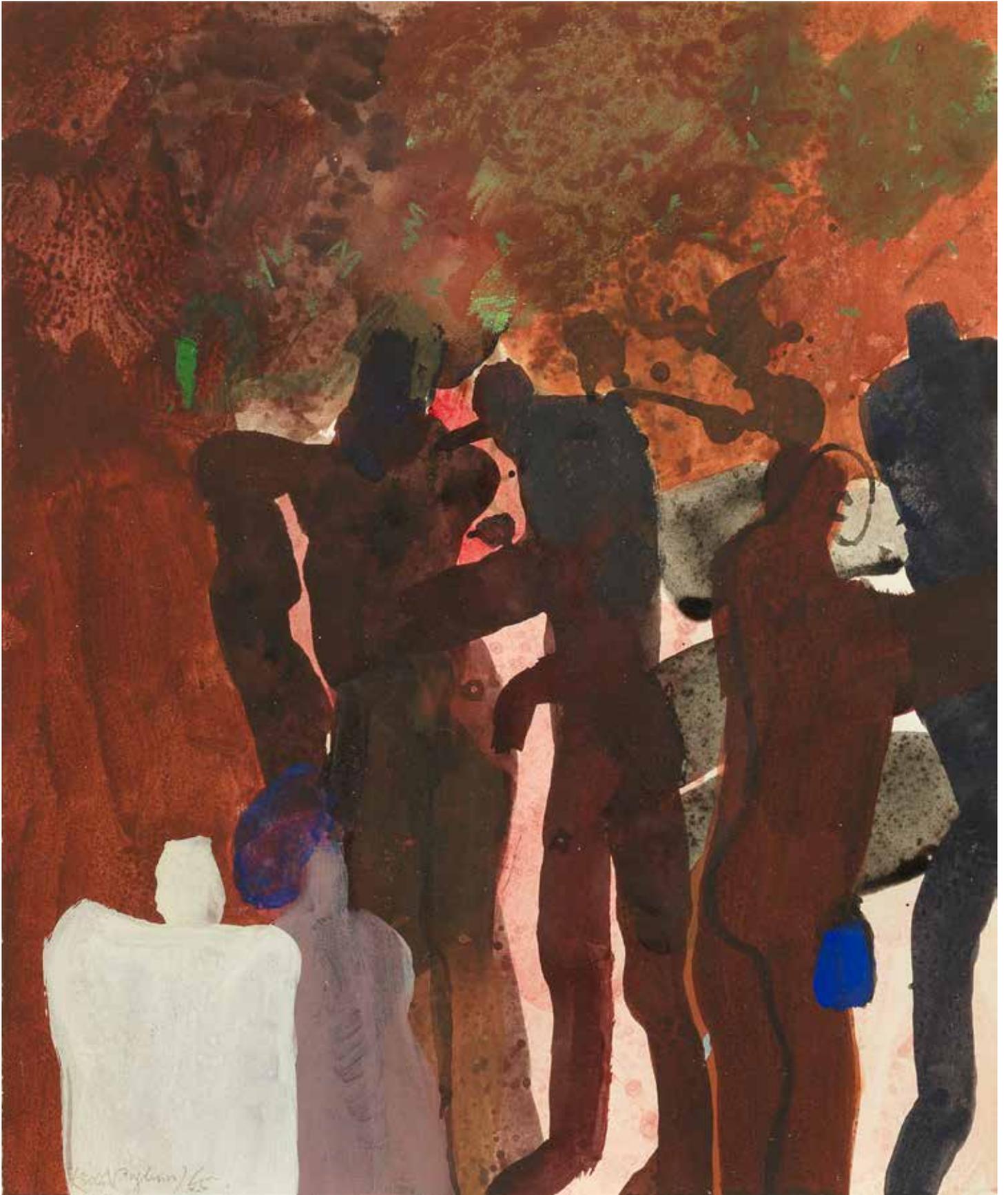
In his journals Vaughan made notes of the new colour combinations in the landscape and the clothes of the people he encountered and observed the intensity of the light:

Marvellous landscape driving up the coastal road from Agadir. Dry, luminous scrubby foothills, cinnamon pink to olive – white dotted with dark olives & patches of glowing saturated colour from the people working in the fields. Camels, oxen or donkeys harnessed to the ploughs. Flocks of black, brown & white goats. Shepherd boys in bluish white djellabas...storks fly overhead... like living in the Old Testament...Light cotton djelabas start indigo & bleach through every tone of the colour until they become nearly white.

Here a group of figures assemble perhaps at sunset. They are silhouetted and intertwine with one another. In the foreground, at the left, are two paler figures. Vaughan had noticed the flowing, hooded robes of the locals and how, in the blinding sunlight they whitened over time.

This gouache has the quality and freshness of an improvisation. The forms are handled freely in inky brush tracks and frothing textures. Here and there Vaughan has enlivened the surface with patches and accents of iridescent colour, made in oil pastels.

We are grateful to Gerard Hastings, author of *Drawing to a Close: The Final Journals of Keith Vaughan* (Pagham Press, 2012) and *Keith Vaughan: The Photographs* (Pagham Press, 2013), for compiling this and the following seven catalogue entries and to Anthony Hepworth for his assistance in cataloguing these lots.



2 * AR

KEITH VAUGHAN (1912-1977)

Coast with Grey Figures

signed and dated 'Keith Vaughan/65' (lower right); inscribed and dated again 'Coast with Grey Figures/Gouache 1965' (on a label attached to the backboard)

gouache and pastel

29.2 x 24.2 cm. (11 1/2 x 9 1/2 in.)

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

The Collection of Raymond Leppard

Private Collection, U.S.A.

Assembling groups and congregations of figures occurs throughout Vaughan's oeuvre. In his earlier versions, the figures retain their individual identities, somehow psychologically insulated from their neighbours, as in the present example. In later versions, however, the figures are integrated with each other and the individual can scarcely be identified as the crowd jostles and collides against itself. The landscape rarely exists as a separate backdrop for the figures but is assimilated with them. It is not easy to determine where figures end and the landscape begins. The connections and interactions between the human forms and their association with their environment, is generally the overriding theme in Vaughan's work. He wrote:

I would like to be able to paint a crowd – that abstract entity referred to by the sociologists as the masses. An amorphous compressed lump of impermanent shape reacting as a mass to environmentally stimuli yet composed of isolated human egos retaining their own separate incommunicable identities. In the past artists have usually dealt with the problem of crowds by turning them into assemblies. Assemblies are orderly rhythmic groups of individuals which act and are acted upon by mutual consent. The behaviour of an assembly is at least compatible with that of any member composing it and often surpasses him in achievement. The behaviour of a crowd follows its own laws and generates its own energy. It is inferior, humanly speaking, to any one member composing it and usually acts contrary to his interests, and can even accomplish his destruction, (Keith Vaughan: Journal and Drawings, Alan Ross, 1966, Some Notes on Painting, August, 1964, p.198).

A remarkable variety of textures here, demonstrates just how inventive and imaginative Vaughan's technique had become. Translucent pale and pearly pigments are lightly brushed over the forms that appear ghost-like from beneath successive veils of paint. The effect is both subtle and haunting.



3 AR

KEITH VAUGHAN (1912-1977)

Group of Camel Drivers

signed and dated 'Keith Vaughan/65' (lower right) and titled indistinctly 'Group _ Camel Drivers' (on the mount)

gouache, wash and pastel

48.3 x 41.2 cm. (19 x 16 1/4 in.)

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

Private Collection, U.K.

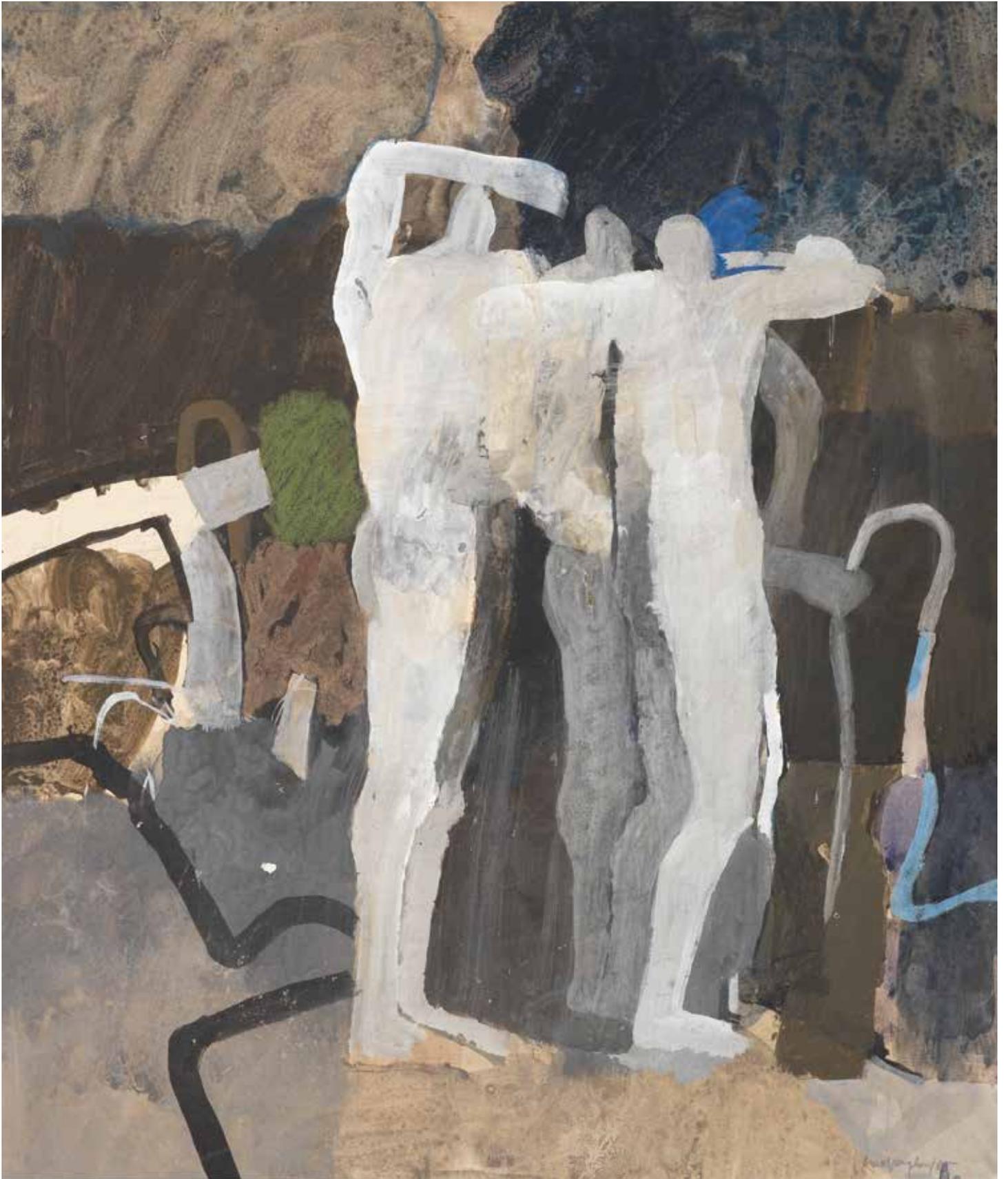
This gouache was made in 1965 after Vaughan returned from a road trip around Morocco with his friend and doctor Patrick Woodcock; they hired a car and drove from South to North. Vaughan had always been interested in the theme of assembling groups of figures and had been particularly struck by the exotic crowds he discovered gathering in the markets at Marrakech, Taroudant and on the beaches at Agadir. He noted the changes in the quality of the terrain and recorded his observations in his journal:

Marvellous landscape driving up the coastal road from Agadir. Dry, luminous, scrubby foothills – cinnamon pink to ochre – white dotted with dark olives & patches of glowing saturated colour... Tremendous intensity of light, burning sun. (Keith Vaughan, Journal, April 19, 1965).

On his return, Vaughan's palette intensified becoming richer and warmer. The sharp, crystalline light of Morocco revealed new colour combinations. The dusty, maroon landscape, the Atlas Mountains, the pale cotton djellabas of the locals and the hot beaches, all made a deep impression on him. Here the figures of the camel-drivers are traced out in characteristically summary style – each figure coalescing with his neighbour.

1965 was a gouache year for Vaughan and he produced an avalanche of paintings, many of which were inspired by his Moroccan sojourn. The combination of ink, oil pastel and gouache, is typical of his preference for a rich and varied surface. He referred to these creative outbursts as his 'gouache marathons', and recorded his progress with ever-increasing intensity. By the summer he had produced nearly eighty. He confided just how obsessive and time-consuming his gouache process was:

The routine continues. I start the day with gouache. I have no particular idea in mind, but there is nothing else to do. After breakfast, I get out the pots and jars and rags and paper. It is quite systematized now. I have been doing it since last November. Like everything else – compulsive. And it adds up to agonised futility. Yet the effect of it is no more futile than other people's routine. But mine is solitary. It involves no one else. I have done more gouaches that ever can be shown or sold. Yet I continue to do them because there is nothing else I can do. (Keith Vaughan, Journal: July 26, 1965).



4 AR

KEITH VAUGHAN (1912-1977)

Steel Welders

signed 'Keith Vaughan' (lower right)

pen and ink, gouache, pastel and pencil

38.2 x 27.9 cm. (15 x 11 in.)

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

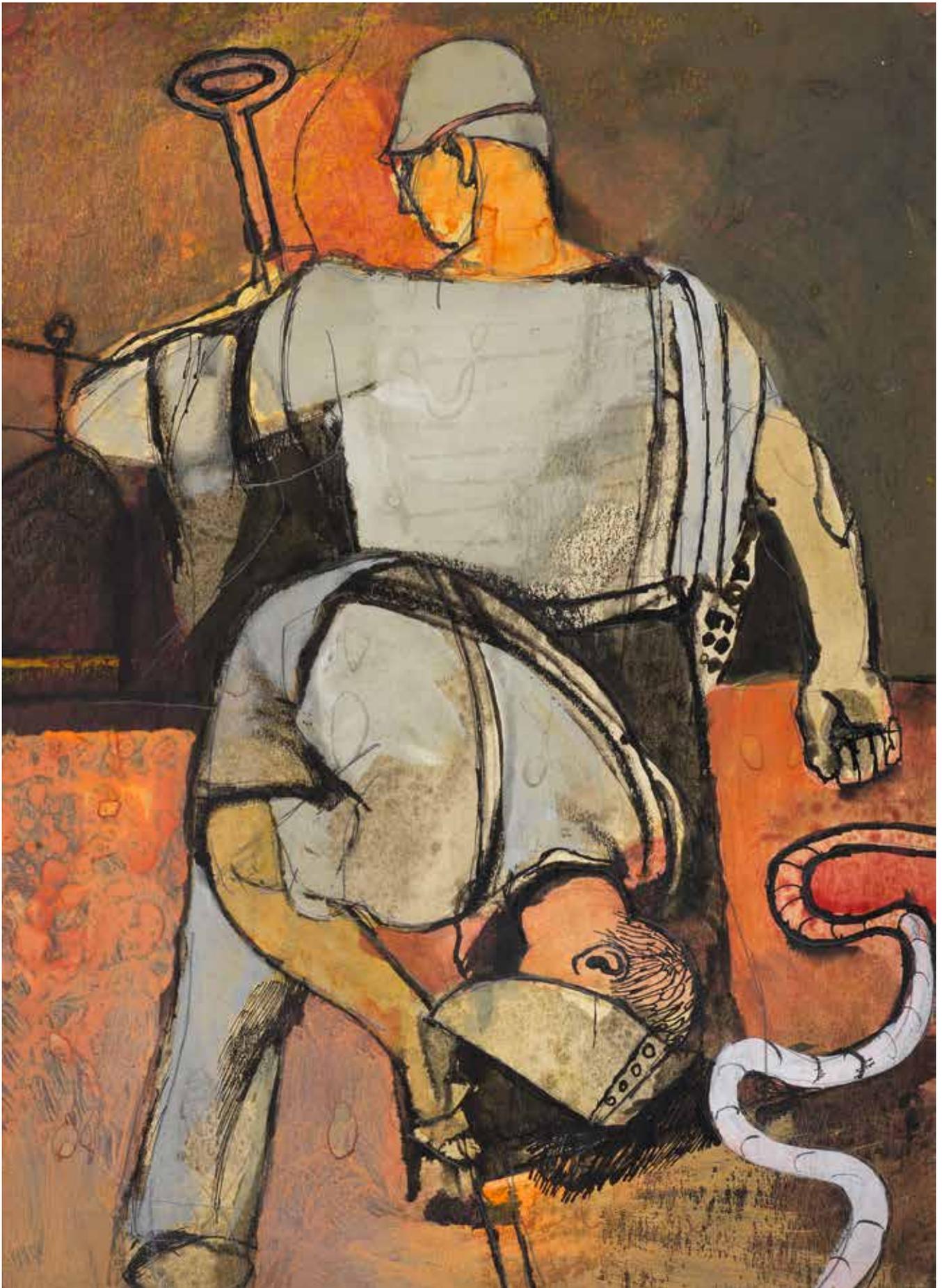
Private Collection, U.K.

The theme of labour occurs often in Vaughan's work and especially during the years following the war. The present work was probably painted around 1950. He developed a healthy respect for hard work, having been a member of the Non Combatant Corps during the war, and this stayed with him for the rest of his life. Moreover he was attracted by the look and attitude of manual workers, their physical prowess and their masculine appearance. He not only admired these qualities, but envied them. As a middle-class intellectual and a successful, well-rewarded artist, Vaughan harboured a deep-rooted sense of guilt that his professional life was of the 'easy' variety. He became increasingly self-conscious that his artistic talents brought him such rich rewards compared to those who engaged in strenuous physical labour to earn their daily bread.

Over the course of his career Vaughan represented all types of labourers engaging in every manner of gruelling physical activity. These included quarrymen, gardeners, coalmen, farm workers, woodmen, fishermen, tree cutters, ploughmen, harvesters, shearers, metal workers and hod carriers.

Vaughan executed a series of gouaches of steel workers, of which the present work is one, four years after the war and during a period of significant optimism and patriotism in Britain. This was a time when toil and labour were associated with progress and rejuvenation. They generate poetic associations between the industrial environment and the men who inhabit it. Moreover these images stand as notable social documents and, in this respect, are related to Graham Sutherland's war-time gouaches painted in the steel works in Cardiff and Swansea.

Gouache is mixed and diluted with Indian ink to produce textures that equate with the smoke-filled and sulphurous atmosphere of the factory. More formal pictorial accents are supplied by pencil, pen and ink and wax crayons.



5 * AR

KEITH VAUGHAN (1912-1977)

Figure, No.2

signed and dated 'Keith Vaughan/60' (lower left)

charcoal

78.7 x 57.8 cm. (31 x 22 3/4 in.)

£25,000 - 35,000

€34,000 - 47,000

US\$38,000 - 53,000

Provenance

The Collection of Raymond Leppard

Private Collection, U.S.A.

Exhibited

São Paulo, *7th Biennial of São Paulo*, September-December 1963 (where lent by Raymond Leppard)

The Arts Council of Great Britain, cat.no.40

Throughout the 1960s Vaughan consciously expanded both his vision and his technique so as to stay abreast of emerging new ideas in British art; he was keen to experiment and began to explore new drawing media. For example, he made a series of innovative charcoal drawings inspired by the working methods of some of his young students, in particular Mario Dubsy (1934-85), with whom he eventually developed a close but stormy relationship. Dubsy, perhaps Vaughan's most accomplished pupil, drew large charcoal figures and these impressed and intrigued Vaughan, inspiring him to produce his own. These are among some of his finest and most inspired drawings.

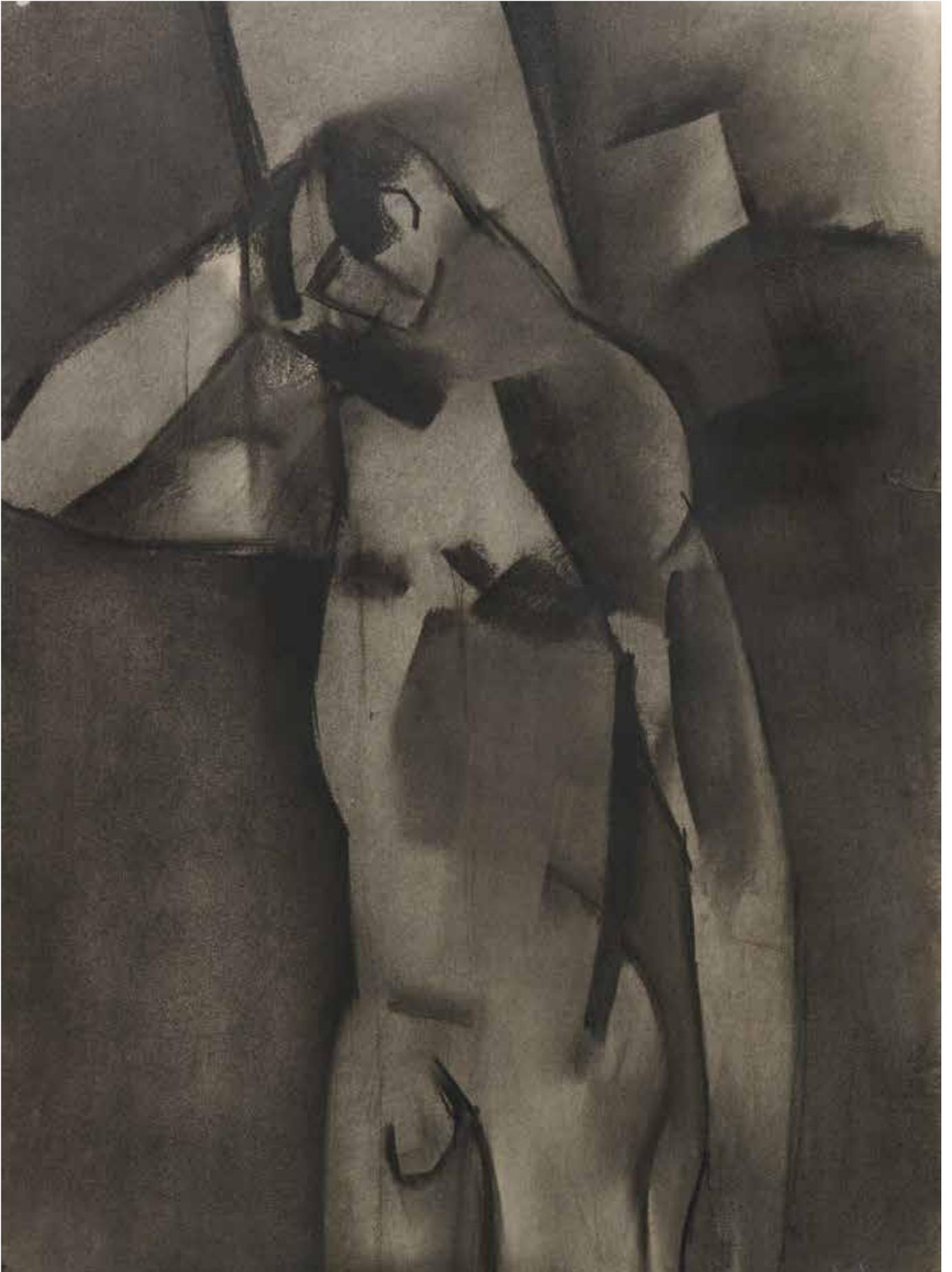
Dubsy recalled demonstrating for his teacher how charcoal was capable of producing a wide vocabulary of marks. He explained to Vaughan how to rub and blend charcoal to achieve subtle tonal gradations and rich, velvety effects and how to use an eraser to create subtle highlights. Vaughan's first attempts were awkward as he struggled with the new medium:

Friday July 8 1960: Some large charcoal drawings latterly. Of no importance. Impossible to get/keep things in focus.

He persisted with this new drawing medium and even discovered a particular hand-made linen paper with a high tooth, which helped him achieve the best results. Despite successfully expanding his graphic range, Vaughan was also becoming painfully aware of the importance of developing his art in the face of the up-and-coming new generation of artists:

July 31, 1962: Better - I did one large charcoal drawing and several small ones - (in fact I did as much if not more yesterday)...The crux of the problem really is that I am facing at last the reality of my situation. All the romantic illusions which carried me through the past crises are over. I must come to terms with the facts or perish. In my work as in my life. Hence the difficulties in everything.

Eight of the charcoal drawings were exhibited to some acclaim in the Whitechapel Gallery retrospective in 1964.



6 AR

KEITH VAUGHAN (1912-1977)

Standing Male Figure

signed and dated 'Keith Vaughan 47/8' (lower right)

oil on board

49.1 x 40.1 cm. (19 1/4 x 15 3/4 in.)

£25,000 - 35,000

€34,000 - 47,000

US\$38,000 - 53,000

Provenance

Acquired by the husband of the present owner *circa* 1980s

Exhibited

Probably London, Reid and Lefevre, *Keith Vaughan: Paintings and Gouaches*, 1948, cat.no.48

Literature

Probably Anthony Hepworth and Ian Massey, *Keith Vaughan, The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.59, cat. no.AH70

Over the course of 1947/48, Keith Vaughan produced around twenty-five oil paintings of male bathers as well as numerous other gouaches and drawings on the same subject. This is one of two works he made depicting a single figure, placed against a stark, blue backdrop.

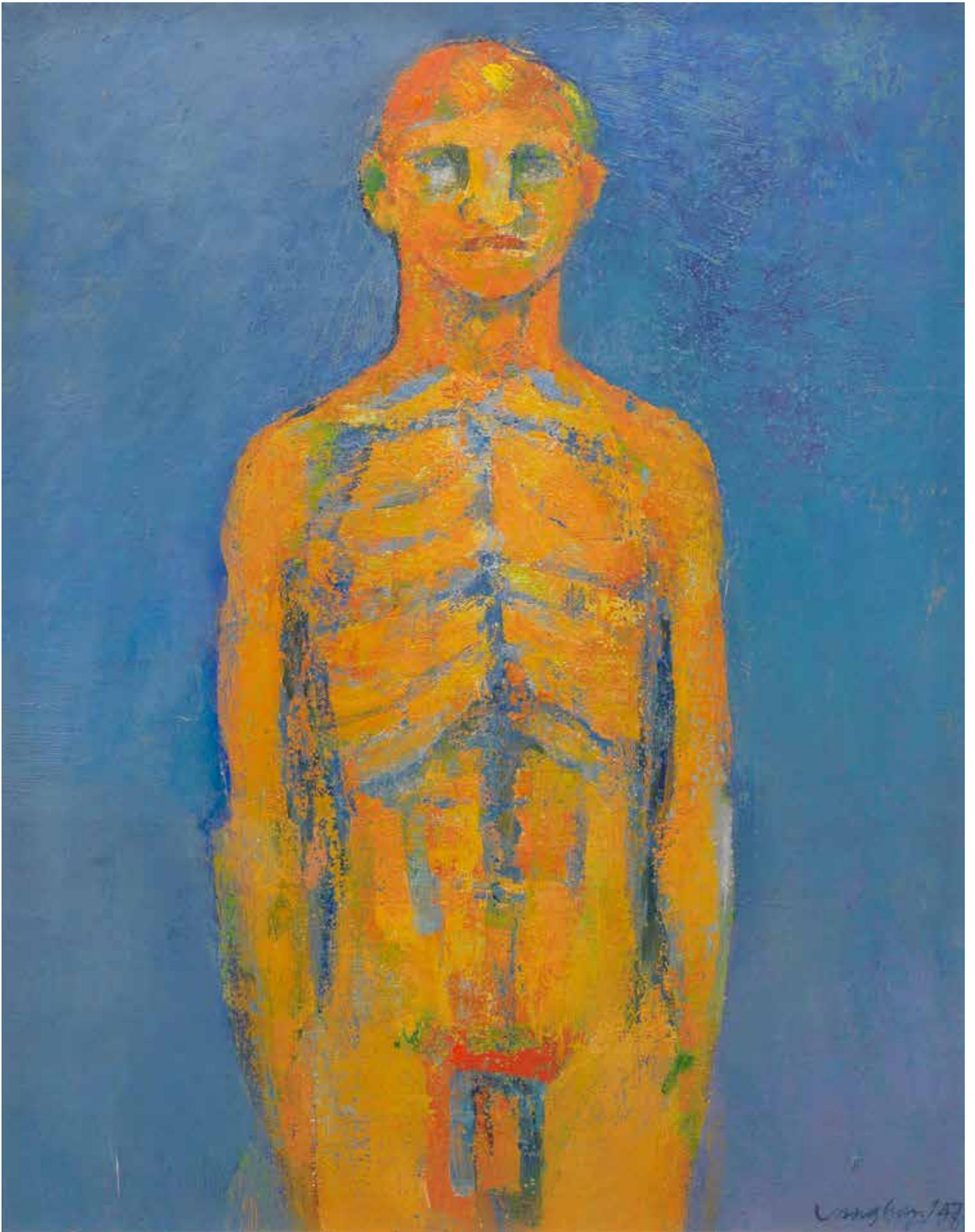
The other is *Nude Study*, 1951. In both paintings the model is John McGuinness and in each he is cut off at the thighs by the bottom edge of the picture plane.

In the present work Vaughan concentrates entirely on the figure.

There are no landscape features to distract the eye; indeed it is the 'landscape' of the male body that we are invited to explore. It is set against a cerulean blue background that we can't help but read as sea or sky. The rich, warm tones of the flesh, intentionally vibrant against the complementary background colour, are carefully modulated, high key, lively hues. The impasted surface texture of the pigment becomes an equivalent of flesh in Vaughan's hands, rather than a mere illustration of it.

Vaughan and McGuinness had met at Pagham, on the south coast, not long before he painted this work; it was there they both went to swim and sunbathe. Not knowing his parents, McGuinness had been brought up as an orphan in Liverpool by priests and had worked in hotels and grocery shops.

In some ways, the younger man replaced Vaughan's little brother Dick, who had been killed in the war, seven years earlier. McGuinness was kitted out in Dick's clothes, taught how to cook, had his manners improved and was generally 'brought on'. This working-class, ill-educated lad, with his large hands and athletic body, represented something raw and honest and embodied all the qualities that Vaughan was attracted to. His gentle, unaffected and open-hearted character allied him with nature in Vaughan's imagination, and we find his broad, broken nose, fringe and rugged appearance in several works from this time onwards. For example, he posed for *Seated Boy in a Landscape* (1948), *Fishermen at Mevagissey* (1948), *The Woodsman* lithograph (1949) and *Nude Study* (1951).



7 AR

KEITH VAUGHAN (1912-1977)

Seated Figure (Pylos)

signed and dated 'Vaughan/51' (lower left)

oil on canvas

76.2 x 55.8 cm. (30 x 22 in.)

£40,000 - 60,000

€54,000 - 81,000

US\$60,000 - 91,000

Provenance

George Milman

S. Tokavour

With Crane Kalman, London, 15 December 1972, where acquired by the family of the present owner

Private Collection, U.K.

Exhibited

Probably London, Lefevre Gallery, *Keith Vaughan: Paintings and Gouaches*, 1951

Newcastle, Hatton Gallery, *Keith Vaughan: Retrospective*, 1956, cat.no.12

Bristol, Royal West of England Academy, *Keith Vaughan: Retrospective*, 1958, cat.no.97

London, Whitechapel Gallery, *Keith Vaughan: Retrospective*, 1962, cat.no.129

London, Crane Kalman, *British Paintings, 1972-1973*, cat.no.49 (as *Pylos*, ill. pl.11)

Literature

Anthony Hepworth and Ian Massey, *Keith Vaughan: The Mature Oils 1946-1977*, Sansom & Company, Bristol, 2012, p.75, cat.no.AH121 (ill.b&w)

Please note this work is accompanied by a receipt from the Crane Kalman Gallery stating the present work was highlighted by Francis Bacon as his favourite work in the 1973 exhibition.

Seated Figure (Pylos) is one of several figure paintings that Vaughan made during the 1950s, which depicts a male model sitting on a table with an upraised left leg (see also *Seated Figure* (1951), *Landscape with Seated Figure* (1956), *Seated Figure* (1957) and *Seated Figure* (1959), painted in gouache).

Pylos was a demigod in Classical Greek Mythology. His father Ares was the god of war and one of the twelve Olympians and his mother was a mortal woman called Demonice. Vaughan's conception of Pylos is overwhelmingly corporeal and his powerful frame and heavyweight athleticism suggest he has inherited his father's physical valour. His small head, however, indicates an unthinking character.

In *Seated Figure (Pylos)* Vaughan is engaging with qualities of style and seems to be absorbed in a dialogue with other depictions of the human form, most notably Picasso's. Until the Picasso/Matisse exhibition, held in 1946 at the Victoria and Albert Museum, Vaughan only knew his work through illustrations in magazines, postcards and catalogues. Here we see him digesting aspects of Analytical Cubism in a complex manner and responding with an experimental work – a painting about the act of painting.

Vaughan is moving beyond the mere representation of the human figure, as it appears to the eye towards new, investigational modes of expression. For example, the scale and proportion of the human form has been altered for expressive purposes; the size of the head is decreased and the physicality of the torso is increased. The prodigiously powerful limbs are accentuated to express a formidable presence; they are also attenuated in an attempt to communicate how they are created for movement. The bulk and tension of the upraised leg, pressing down on the table, suggests tangible weight and mass. Despite this static pose, the squared-off shoulders and hinged limbs of the figure imply the physical mechanics that allow the human body to move and articulate itself. Vaughan is exploring questions of scale and form up to the point of abstraction.

As with the Cubists, colour is a secondary consideration and Vaughan limits his palette. His economical use of colour shifts the viewer's attention towards the pure physicality of the form. This is highlighted even more by Vaughan's use of an inconsistent light source. Rather than have the figure revealed with directional light and corresponding shadows, the torso is described in shifting, tilting planes, variously shaded. This suggests a sense of animation in the model. The boundaries of forms are edged with a series of scaffolding lines that bind the separate body parts into an almost architectural unity.

The result of Vaughan's experimental encounter with the language of Cubism is a figure of considerable force and monumental presence.



8 AR

KEITH VAUGHAN (1912-1977)

Winter Landscape

signed 'Keith Vaughan' (lower right)

gouache, wash, pen and ink, pastel and wax crayon

39.4 x 33 cm. (15 1/2 x 13 in.)

Executed circa 1958

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

Acquired by the present owner from the 2000 exhibition
Private Collection, U.K.

Exhibited

Manchester, Tib Lane Gallery, January 2000

The subject of felled and fallen trees had preoccupied Vaughan since the early 1940s and, over the course of his career, he produced several works on this theme in a lithograph and in oil paintings and gouaches. While stationed at Codford in Wiltshire, with No. 9 Company of the Pioneer Corps, he was given the task of clearing the grounds of Ashton Gifford House, over the summer of 1942. Day after day he cut down trees with his fellow recruits and incorporated the back-braking experience into his pictorial imagery.

Frequently, in his early work, the device of a felled tree, or a lopped off branch on the ground, was used by Vaughan as a metaphor for a fallen soldier or a youth cut down in his prime. (See *The Working Party* (1942), *The Garden at Ashton Gifford* (1942) and *The Wall at Ashton Gifford II* (1944). It is useful to bear in mind that his brother Dick had been shot down over France in 1940. Here, in a later work, we can detect echoes of that theme.

The pale, foreground tree dominates the composition and its hacked off branches remind us of amputated human limbs. In the middle distance, fallen torso-trunks lie in a clearing and, on the distant hill, another enormous tree bears more than a passing resemblance to a recumbent human figure.

Vaughan has employed a range of materials in *Winter Landscape*. A combination of wax crayons and lithographic pencil outlines the forms with his characteristic serrated, jagged line – appropriate for a subject representing a sawn-down woodland. White and ochre gouache mixed with Indian ink is applied in alternating translucent and opaque washes. Wax resist, most prominent on the foreground tree, is also used to add a mottled surface texture. The overall effect is rich and varied.





g AR

GRAHAM SUTHERLAND O.M. (1903-1980)

Rock Range

signed with initials and dated 'g.s.1970' (lower right)

pencil and gouache

47.6 x 60.4 cm. (18 3/4 x 23 3/8 in.)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

With Marlborough Fine Art, London

Exhibited

London, Marlborough Fine Art, *Moore, Picasso, Sutherland; Drawings, Watercolours, Gouaches*, March-May 1970, cat.no.77

Sutherland returned to Pembrokeshire in 1967 for the first time following a twenty year absence from the region. He visited again in 1968 and most subsequent years until 1980. It can be presumed that the present work results from these trips owing to similarity of tone and complexity of form. Readable as a wall, the subject is possibly a motif observed around the estuaries at Sandy Haven or Picton to which the artist returned to time and again.



10 * AR

JOHN TUNNARD A.R.A. (1900-1971)

Groundswell

signed, inscribed and dated 'John Tunnard. 47.W.42' (lower left)

wash and gouache

37.4 x 57.8 cm. (14 7/8 x 22 3/4 in.)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

With Lefevre Gallery, London

With Dalzell Hatfield Galleries, Los Angeles

With Manchester-Pierce Gallery, New York

John Manchester, by whom gifted to the present owner

Private Collection, U.S.A.

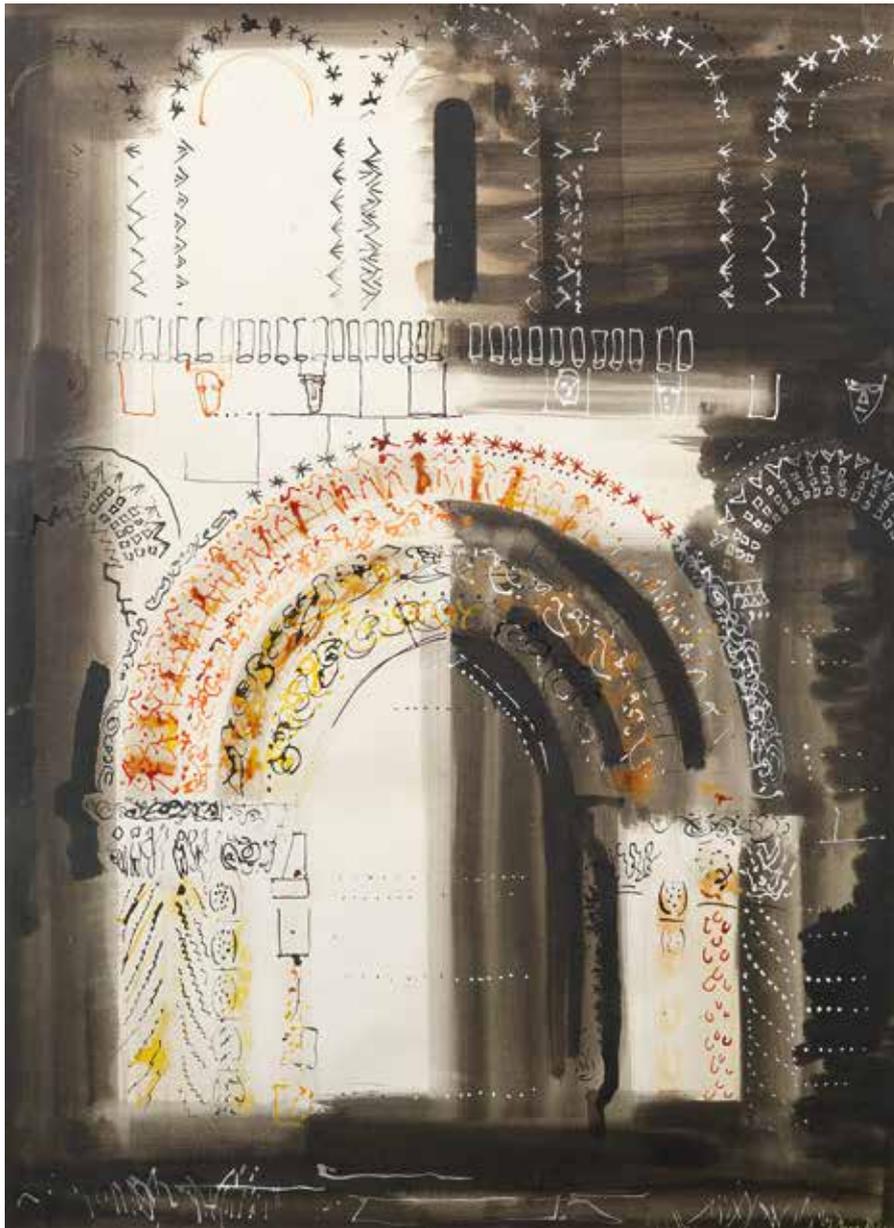
Exhibited

London, Lefevre Gallery, 1947

Literature

Alan Peat & Brian A. Whitton, *John Tunnard, His Life and Work*, Scolar Press, Aldershot, 1997, p.179, cat.no.535

John Manchester co-ran the Manchester-Pierce Gallery in New York in the 1940s and 50s.



11 AR

JOHN PIPER C.H. (1903-1992)

Avy nr. Pons Charente
signed 'John Piper' (lower right)
wash, gouache and ink
75.5 x 55.6 cm. (29 3/4 x 21 7/8 in.)
Executed in 1968

£5,000 - 7,000

€6,800 - 9,500

US\$7,600 - 11,000

Provenance

With Marlborough Fine Art, London



12 AR W

JOHN PIPER C.H. (1903-1992)

Reims Cathedral, Marne, France
signed 'John Piper' (lower right) and inscribed 'REIMS (Marne)' (verso)
oil on canvas laid on panel
152.4 x 121.9 cm. (60 x 48 in.)
Painted 1969-70

£25,000 - 35,000

€34,000 - 47,000

US\$38,000 - 53,000

Provenance

With Marlborough Fine Art, London & New York

The Artist

Thence by family descent

Exhibited

Cardiff, National Museum of Wales, *John Piper and English Neo-Romanticism*, 1982-3, cat.no.65

In contrast to the purely abstract pictures of the 1930s, John Piper's focus switched to the recording of important and historical architectural sites from the 1940s onwards. Frequently travelling to obscure locations at home and abroad, he intended on finding buildings of extraordinary character and representing them with his own unique technique. Piper had a particular affinity with France and in the present work depicts one of the country's most important landmarks, Notre-Dame de Reims, where the kings of France were crowned. Architecturally arresting, the three portals are laden with statues and statuettes with the central portal, as visible in the present work, dedicated to the Virgin Mary. Dating to 1969-70, Piper's application is impressionistic in style and recalls the famous Rouen Cathedral series painted in the 1890s by the celebrated French impressionist Claude Monet.

13 AR

JOHN PIPER C.H. (1903-1992)

Aberayron Fields

signed 'John Piper' (lower left)

oil on canvas

71.1 x 91.4 cm. (28 x 36 in.)

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

With The Leicester Galleries, London

G. Fraser, Esq

Sale; Phillips, London, 14 March 1983, lot 109

Exhibited

London, The Leicester Galleries, *Works by John Piper*, May-June 1955, cat.no.7

Aberaeron (Welsh spelling) is located on the coast between Aberystwyth and Cardigan. The area was well known to Piper who had first visited in 1936 during a working visit to Wales and completed *Aberaeron Town* (Private Collection) in ink and collage the following year amongst other works. As in the present large canvas, painted and exhibited during the 1950s, *Aberaeron Town* shows the distinctive Church of the Holy Trinity which was built in 1835 by Edward Haycock. The town, with its many painted houses, lends itself well to Piper's style of the period which incorporated intense flashes of colour as can be seen in the present work.





14 AR

HENRY MOORE O.M., C.H. (1898-1986)

Family Group

signed and dated 'Moore/44' (lower right), titled 'Family Group' (upper centre) and inscribed '21' (upper right)

pencil, wax crayon, watercolour, pen and ink
20.2 x 16.5 cm. (8 x 6 1/2 in.)

This work is registered with the Henry Moore Foundation as HMF 2241a, From the Rescue Sketchbook

£35,000 - 45,000

€47,000 - 61,000

US\$53,000 - 68,000

Provenance

Private Collection, U.K., 1954

James Kirkman, London

With The Piccadilly Gallery, London

Literature

Ann Garould (ed.), *Henry Moore, Volume 7, Complete Drawings 1984-86, Addenda and Index 1916-1986*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 2003, p.134, cat.no.AG.44.20



15 AR

HENRY MOORE O.M., C.H. (1898-1986)

Standing Figures

signed and dated 'Moore 50.' (lower right), numbered '65.' (upper right) and inscribed 'negro' (upper left)

pencil and crayon

29.2 x 23.7 cm. (11 1/2 x 9 3/4 in.)

This work is registered with the Henry Moore Foundation as HMF 2653

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

Private European Collection

Literature

Ann Garrould (ed.), *Henry Moore, Volume 4, Complete Drawings 1950-76*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & London, 2003, p.134, p.34, cat.no.AG.50-51.30 (ill.b&w)



16 AR

DAME BARBARA HEPWORTH (1903-1975)

Reclining Nude

signed and dated 'Barbara Hepworth Dec.1947' (lower right)
pencil

24.7 x 34.3 cm. (9 3/4 x 13 1/2 in.)

Provenance

Sir John Newsom, thence by descent

Their sale; Sotheby's, London, 4 October 1995, lot 161, where
acquired by the present owner

Private Collection, U.K.

£4,000 - 6,000

€5,400 - 8,100

US\$6,000 - 9,100



17 AR

HENRY MOORE O.M., C.H. (1898-1986)

Reclining Figure

signed 'Moore' (lower right)

wash, pen and ink

36.8 x 55.8 cm. (14 1/2 x 22 in.)

Executed in 1928

This work is registered with the Henry Moore Foundation as HMF 562

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

With Marlborough Fine Art, London

Private Collection, U.K.

With Ivor Braka, London

With Whitford Fine Art, London

Private Collection, U.K.

Literature

Ann Garrould (ed.), *Henry Moore, Volume 1, Complete Drawings 1916-29*, The Henry Moore Foundation in association with Lund Humphries, Aldershot, 1996, p.186, cat.no.AG.28.75 (ill.b&w)



18

ERIC GILL (1882-1940)

Naked Mother and Child

painted plaster

16.5 cm. (6 1/2 in.) high

Conceived and cast between December 1912 and March 1913 in an edition of 6

£3,000 - 5,000

€4,100 - 6,800

US\$4,500 - 7,600

Provenance

Victor Arwas and thence by family descent

Exhibited

London, Barbican Art Gallery, *Eric Gill: Sculpture*, 11 November 1992-7 February 1993, cat.no.15 (this cast, lent by Victor Arwas); this exhibition travelled to Newton, Powys, Oriel 31, 27 February-4 April and Leeds, City Art Gallery, late April-late June 1993

Literature

Judith Collins, *Eric Gill: Sculpture*, Lund Humphries in association with Barbican Art Gallery, London, 1993, p.78, cat.no.15 (ill.b&w, this cast)

Judith Collins, *Eric Gill, The Sculpture, A Catalogue Raisonné*, Herbert Press, London, 2006, p.81, cat.no.35 (ill.b&w, this cast)

The present work, cast from a plasticine model, was also conceived in a bronze and brass edition of 12, 7 of which are recorded as being cast. A similar, clothed composition, *Madonna and Child 1*, was cast in a bronze edition and a larger plaster edition of 41. These works were made for Gill's own pleasure and sold through Everard Meynell's bookshop near Westminster Cathedral, the plasters priced at just £1.

Victor Arwas was a well-known dealer and collector with interests centred on the graphic and applied arts of the late 19th and early 20th centuries.

We are grateful to Dr. Judith Collins for her assistance in cataloguing this and the following four lots.



19

ERIC GILL (1882-1940)

Male Nude

signed with monogram (lower right); and dated '1927'

(lower right, beneath the mount)

pencil

24.2 x 18.4 cm. (9 1/2 x 7 1/4 in.)

£3,000 - 5,000

€4,100 - 6,800

US\$4,500 - 7,600

Provenance

Victor Arwas and thence by family descent

Please note this work is executed on the back of an inscribed map of Eastern Europe.



20

ERIC GILL (1882-1940)

Standing Nude with Cloak
dated "4.2.35" (lower right)

pencil

33.1 x 15.6 cm. (13 x 6 1/8 in.)

£4,000 - 6,000

€5,400 - 8,100

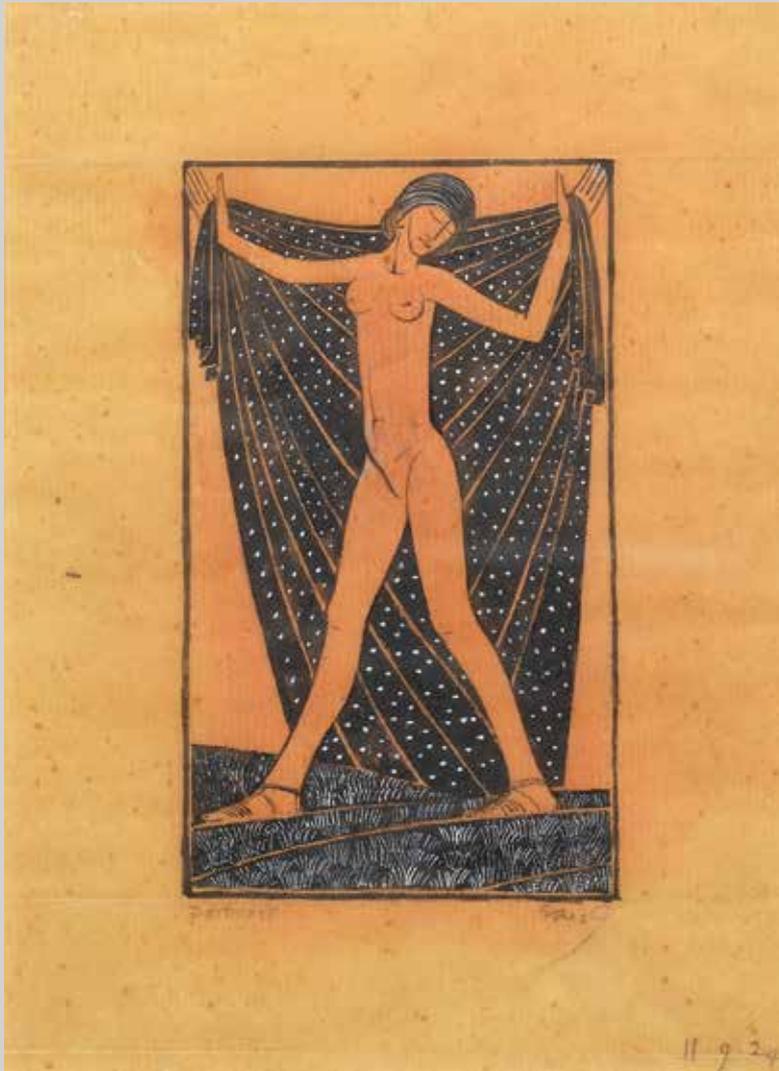
US\$6,000 - 9,100

Provenance

With The Piccadilly Gallery, London, December 1981,
where acquired by

Mrs. P. Borthwick

With The Piccadilly Gallery, London, 17 January 2002
Victor Arwas and thence by family descent



21

ERIC GILL (1882-1940)

Nude With Drapery II

signed and dated 'Eric G/11.9.24' (lower right); inscribed 'Dartmoor' (lower left) and inscribed again 'Dartmoor (2)/(orig.Design for engraving No. II)' (on a separate sheet, beneath the mount)
pen and ink with white heightening on tracing paper
14.6 x 10.8 cm. (5 3/4 x 4 1/4 in.)

£3,000 - 5,000

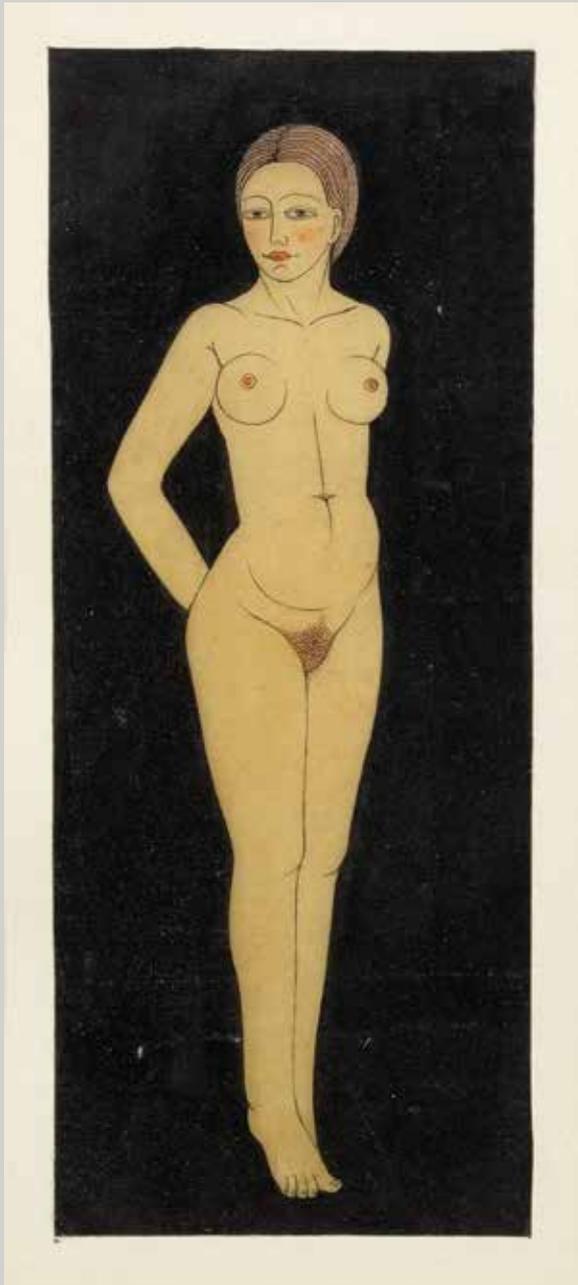
€4,100 - 6,800

US\$4,500 - 7,600

Provenance

With The Piccadilly Gallery, London, May 1989, where purchased by Editions Graphic Victor Arwas and thence by family descent

The present composition relates to the etching of the same year, *Naked Girl with Cloak*, which Gill produced as an illustration for his sister's (Enid Clay) book of poetry, *Sonnets and Verses*, published the following year.



22

ERIC GILL (1882-1940)

Standing female nude

pen and ink and bodycolour on tracing paper

16.8 x 6.7 cm. (6 5/8 x 2 5/8 in.)

Executed circa 1912

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Victor Arwas and thence by family descent



(third)



(second)

Various Properties

23 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Street scene; A church; At the seaside
pencil (the first and second) and biro (the third)
19.5 x 14 cm. (7 3/4 x 5 1/2 in.); 19 x 14.2 cm.
(7 1/2 x 5 1/2 in.); 14.3 x 20.4 cm. (5 5/8 x 8 in.)
(3)

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

Given by Carol Lowry, holder of the Artist's Estate, to the present owner's parents
Private Collection, U.K.

Please note that these works are accompanied by an original letter from Carol Lowry to the present owner's parents, dated 19 November 1991, and a copy of a second letter dated 11 May 1992.



(first)

24 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

Family meeting

signed and dated 'L S Lowry 1925' (lower right)

pencil

26.1 x 31.7 cm. (10 1/4 x 12 1/2 in.)

£20,000 - 30,000

€27,000 - 41,000

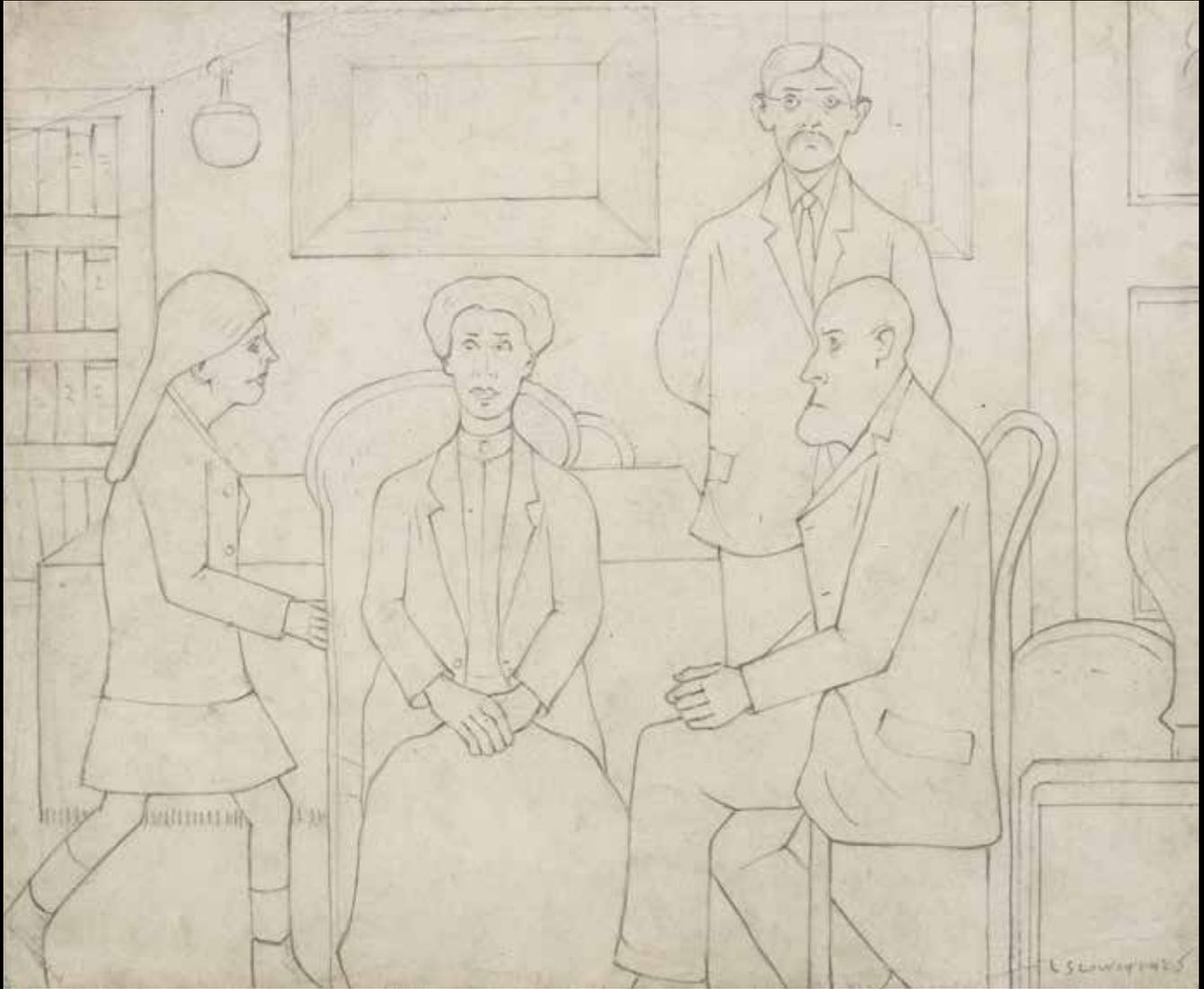
US\$30,000 - 45,000

Provenance

Purchased by the present owner's grandfather direct from the artist and by descent

Drawing was an obsession for Lowry who viewed it as an expressive medium in its own right. Speaking about this passion the artist commented, 'why does a painting cost more than a drawing?... after all, a drawing is every bit as important, and sometimes a damned sight more effective. Besides, it is more difficult to do. For one thing, you haven't got colour to get you out of a mess'. (Mervyn Levy, *Drawings of L.S. Lowry*, Jupiter Books, London, 1973, p.13).

This statement is fitting when considered in the context of the present work, *Family meeting* (1925). Following on from the period of academic and highly finished life studies, the linear drawings of the 1920s are formulated with a mathematical precision whereby technique is the primary concern. Here, the lack of shading lends a strong sense of structure and pattern with the figures firmly placed and represented in their entirety within the composition. Lowry was extremely adept at using the pencil to create subtleties of expression as can be seen on the faces of the characters here who are the focus of our attention. The careful inclusion of a large picture on the wall with vague traces of factory chimneys (as in the following lot also) is a subtle hint at the industrial style that Lowry would become most celebrated for throughout his career.



25 AR

LAURENCE STEPHEN LOWRY R.A. (1887-1976)

The Oracle

signed, inscribed and dated 'L S Lowry/1924/28' (lower right)

pencil and biro

29.7 x 27.3 cm. (11 3/4 x 10 3/4 in.)

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

Purchased by the present owner's grandfather direct from the artist and by descent

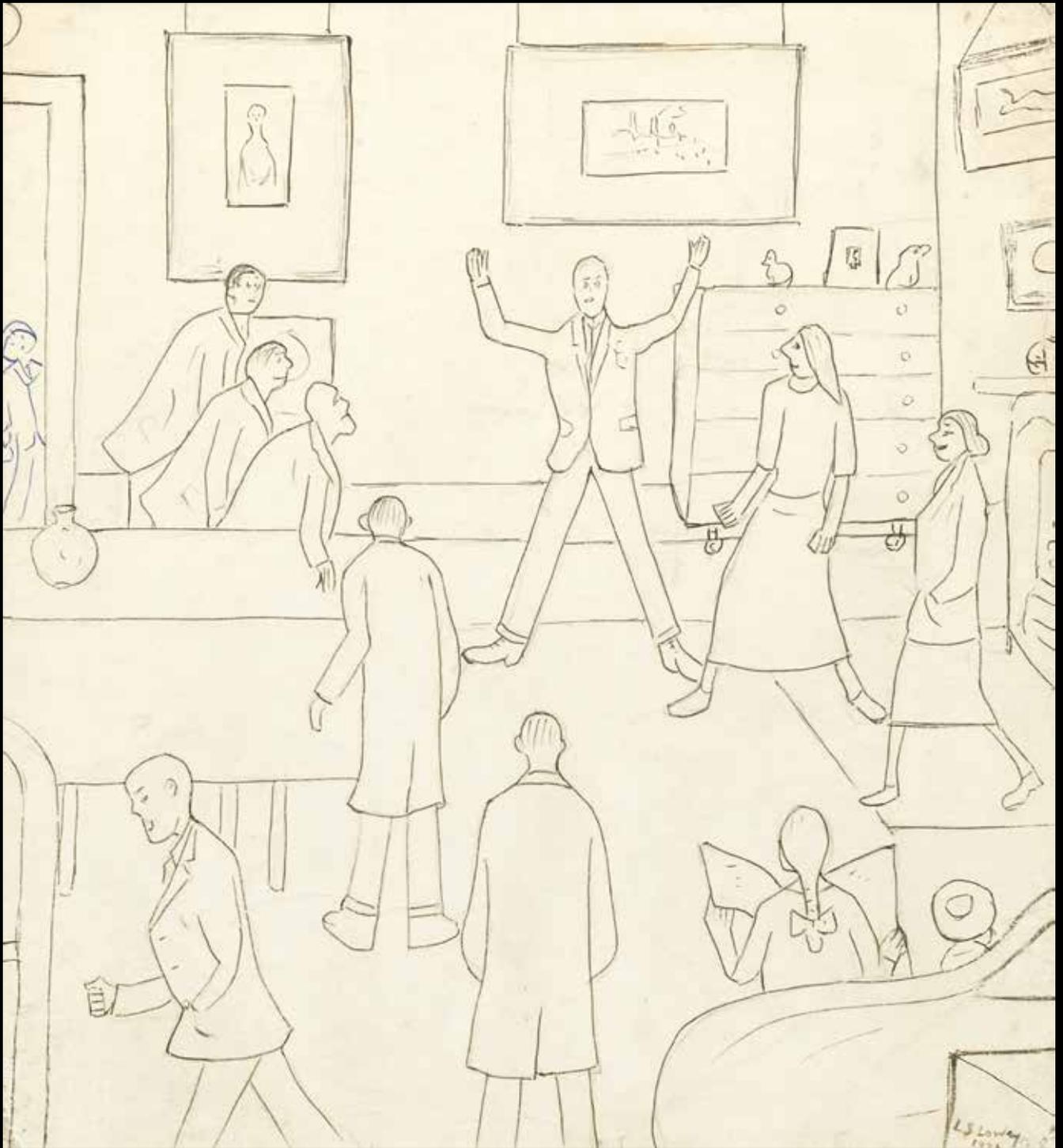
Exhibited

Kendal, Abbot Hall Art Gallery, *L.S. Lowry*, 28 July-23 September 1979

London, Crane Kalman, *L.S. Lowry*, (catalogue not traced)

Lowry's line drawings dating from the early 1920s, described by Mervyn Levy as 'the most important innovation of the decade for Lowry', often focus their attention on a group of figures. Usually, they are placed in a street and quite often depict quirky incidents: an arrest, a man taken ill, bank failure or a strike meeting. When the subject was moved indoors the artist tended to concentrate on business. *The Rent Collector* (1922), *A Meeting* (1923), *Speculators* (1924) and *The Creditors' Meeting* (1926) are all documented examples. In *The Oracle*, however, the setting is noticeably more domestic as children reading are introduced in the foreground. On the right of the composition a fireplace and chest of drawers, on top of which sit dainty animal ornaments and picture frames, above which hang paintings reminiscent of Lowry's own, all point towards a family home.

Nevertheless, the subject remains curious and ambiguous. The oracle, gesticulating with his arms raised and legs spread is the focal point. He would appear to be in the middle of his wise deliverance on an important matter which has the majority of the room entranced, save for the dissenting individual bottom left who is walking away. The men on his right lean in, transfixed by his seemingly important proclamation, whilst the women on the hearth show signs of bemusement. What this utterance is remains a mystery; we ourselves are left to simply speculate, and this is a large part of the drawing's appeal.



26 AR

HELEN BRADLEY (1900-1979)

An outing to lake Windermere; Morning & Late Afternoon
the first signed 'HELEN BRADLEY' and with fly insignia (lower left); the
second signed 'HELEN BRADLEY' and with fly insignia (lower right)
watercolour and gouache
36.8 x 53.9 cm. (14 ½ x 21 ¼ in.) (each)
(2)

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

Acquired directly from the artist by the present owner in 1973
Private Collection, U.K.

Please note that these works are accompanied by signed,
inscribed and dated artist's cards as follows:

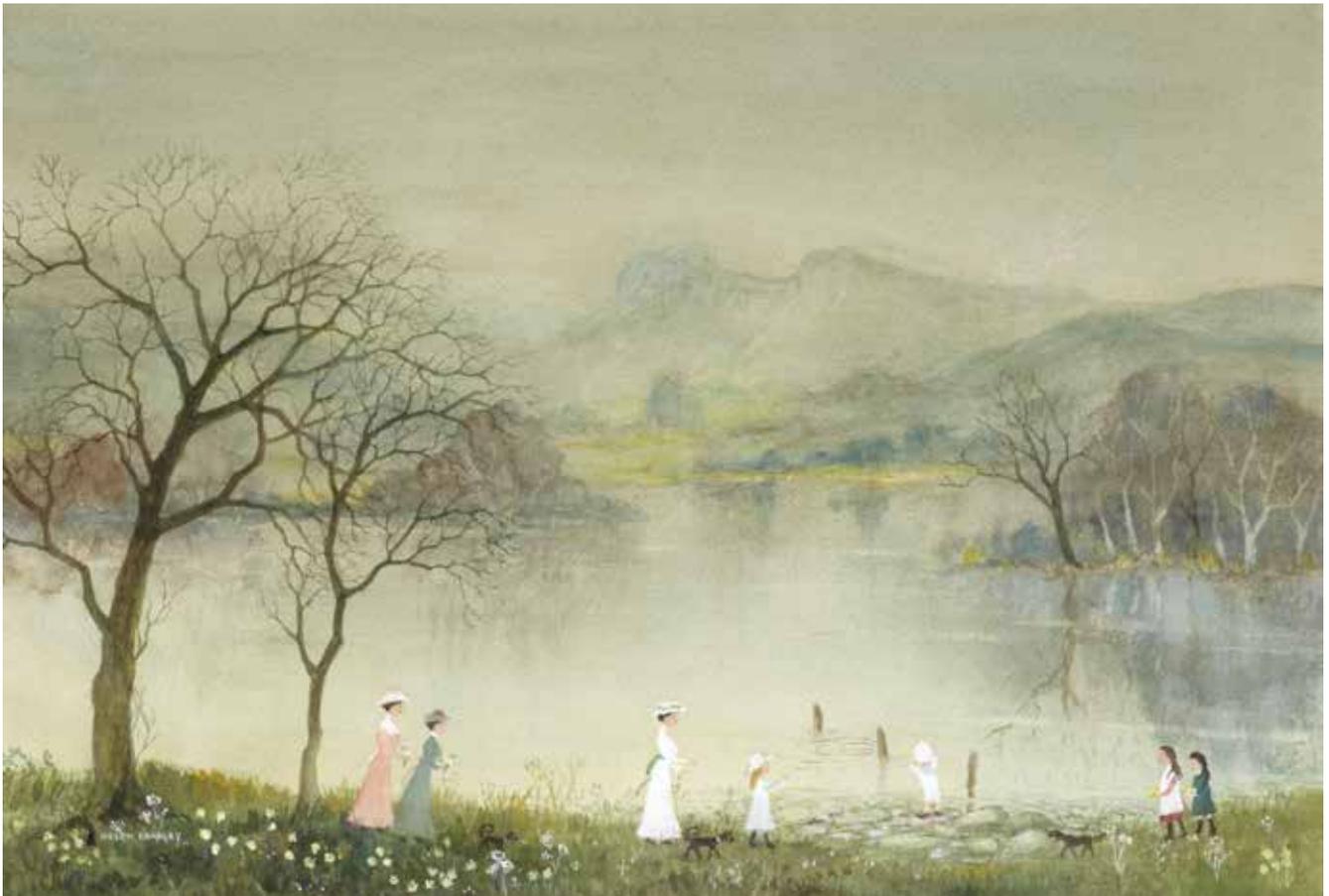
Morning

'On the morning of our outing to Windermere/Mother, Aunt Mary and Aunt Francis took/George and I down to the edge of the Lake./The water was very still, and although/it was only April, the day was soft, warm/and misty. Mr Taylor (The Bank Manager)/had taken Miss Carter (who wore Pink) across/the Lake to have Lunch with some friends/we were going to meet Grandpa and/father at a farm and have Ham and/Eggs and lots of good things to eat/afterward we were going back to the/Lake so that George could fish and the/year was April 1908/Helen Layfield Bradley 1973'

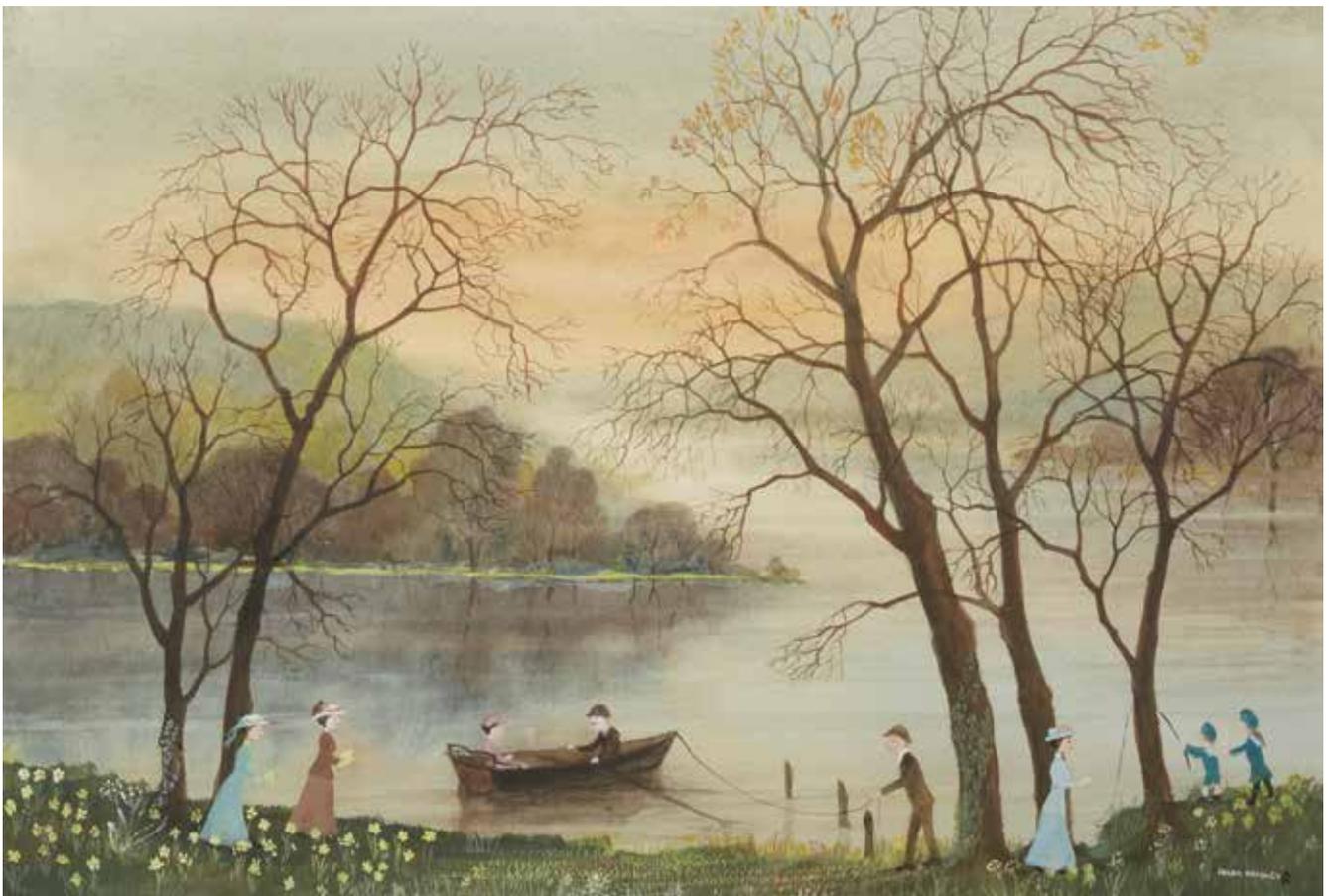
Late Afternoon

"'Come along George, we are all ready to/go home" said mother, Mr Taylor (the/Bank Manager) has brought Miss Carter (who/wore Pink) safely back across the Lake/and father is helping to pull the boat/ashore. Although George fished all/afternoon he didn't catch anything. The/soft mists of the morning were clearing/and Grandpa said the sun would break/through as we drove nearer to Blackpool/and the sea. Everyone thought Mr Taylor/would propose to Miss Carter, but she was/very quiet on the way home. "Ha well", said/Aunt Mary, "it looks as though things haven't/gone quite right for her" George and I said/goodbye to a beautiful day and went to sleep/and the year was April 1908/Helen Layfield Bradley April 1973'

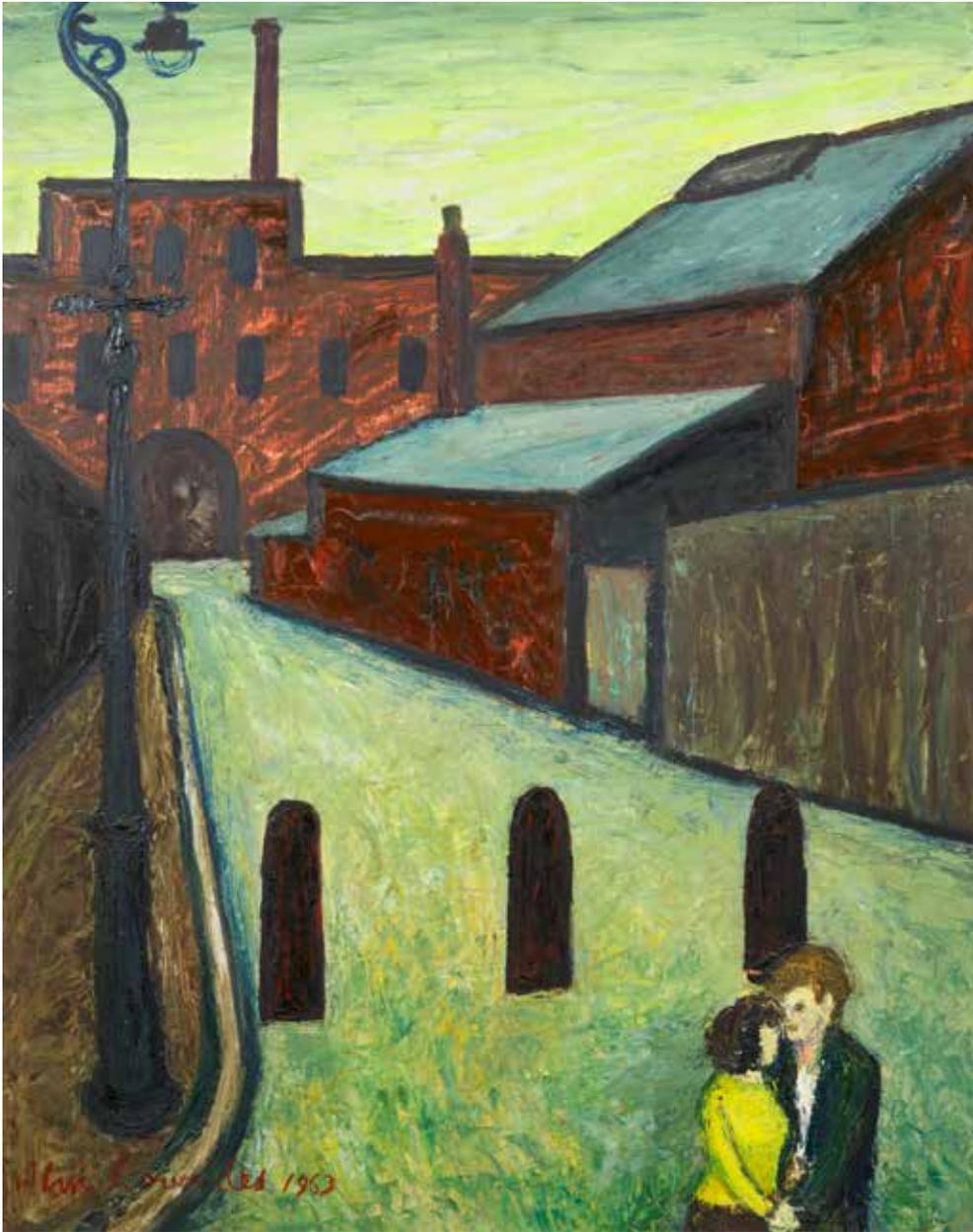
The lot is also accompanied by a series of letters and Christmas cards from the artist to the present owner. They discuss subjects as wide ranging as the paintings of L.S. Lowry, the artist's original poetry, her dealers, the foundation of Miss Carter Publications and Bradley's personal recipe for lemon trifle.



Morning



Late Afternoon



27 AR

ALAN LOWNDES (1921-1978)

Love near the Tripe Works

signed and dated 'Alan Lowndes 1963' (lower left); inscribed and dated again

'LOVE NEAR THE TRIPE WORKS/finished Feb 1963 St Ives' (verso)

oil on board

78.7 x 63.5 cm. (31 x 25 in.)

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

Acquired by the father of the present owner from the 1984 exhibition Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery, *Alan Lowndes, Retrospective*, May 9-June 23 1984



28 AR W

ALAN LOWNDES (1921-1978)

Harbour in Autumn

signed and dated 'Alan Lowndes 1964' (lower left); inscribed and dated again "HARBOUR IN AUTUMN"/finished Sept 1964 St Ives' (verso)

oil on canvas

76.2 x 121.8 cm. (30 x 48 in.)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

With Crane Kalman Gallery, 3 January 1966, where acquired by the previous owner from whom acquired by the present owner Private Collection, U.K.



29 AR

IVON HITCHENS (1893-1979)

Yellow composition with figure
oil on canvas

40.8 x 73.7 cm. (16 x 29 in.)

£6,000 - 8,000

€8,100 - 11,000

US\$9,100 - 12,000

Provenance

The Artist's family

Private Collection

We are grateful to P.A. Khoroché for his assistance in cataloguing this and the following three lots.



30 AR

IVON HITCHENS (1893-1979)

Joie de Vivre

oil on canvas

45.7 x 91.4 cm. (18 x 36 in.)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

The Artist's family

Private Collection

Please note that this work has been authenticated by John Hitchens, the artist's son, and bears a studio stamp (verso).



31 AR

IVON HITCHENS (1893-1979)

Upright Flowers Group

oil on canvas

91.4 x 55.8 cm. (36 x 22 in.)

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

The Artist's family

Private Collection

Please note that this work has been authenticated by John Hitchens, the artist's son, and bears a studio stamp (verso).



32 AR

IVON HITCHENS (1893-1979)

Fordham Mill Pool, Essex

signed and dated 'I. Hitchens 46' (lower right); and partially inscribed 'Fordham Mill Pool-Essex' (on a label attached to the stretcher)

oil on canvas

45.8 x 91.4 cm. (18 x 36 in.)

£40,000 - 60,000

€54,000 - 81,000

US\$60,000 - 91,000

Provenance

Acquired by the family of the present owner from the 1947 exhibition Private Collection, U.K.

Exhibited

London, Leicester Galleries, *Paintings by Ivon Hitchens*, March 1947, cat.no.13



33 AR

TREVOR BELL (BORN 1930)

Another Season

signed and dated 'BELL 1960' (lower left); further signed, titled and dated again 'ANOTHER SEASON by TREVOR BELL 1960' (on the canvas overlap)

oil on canvas

121.8 x 91.4 cm. (48 x 36 in.)

(unframed)

£4,000 - 6,000

€5,400 - 8,100

US\$6,000 - 9,100

Provenance

Miss E. Brunner
Private Collection



34 AR

PETER LANYON (1918-1964)

Spring Anticoli

stamped with studio stamp 'Lanyon' (lower left)

mixed media

38.7 x 57.1 cm. (15 1/4 x 22 1/2 in.)

Executed in 1953 or 1954, this work is recorded in the Peter Lanyon Archive as Archive number 0333

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

Acquired by the mother of the present owner, probably from Sheila Lanyon Private Collection, U.K.

The mother of the present owner ran the Sheviock Gallery in Cornwall who regularly exhibited works by Peter Lanyon, Paul Feiler and Douglas Portway.

The title of the work originates from Lanyon's stay in the town of Anticoli Corrado in the mountains North East of Rome during the first three months of 1953. *Spring Anticoli* relates to important large canvases including *Anticoli Snow* and *Primavera* (both painted in Anticoli on the same trip) as well as *St Just* (Tate Gallery) which was painted on his return from Italy in 1953.

We are grateful to Martin Lanyon for his assistance in cataloguing this lot.



35 AR

WINIFRED NICHOLSON (1893-1981)

Royal Hospital Chelsea (from St Leonard's Terrace)

oil on board

62.8 x 81.7 cm. (24 3/4 x 32 1/4 in.)

Painted circa 1950

£15,000 - 25,000

€20,000 - 34,000

US\$23,000 - 38,000

Provenance

With Crane Kalman Gallery, London, 2004, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Crane Kalman Gallery

Royal Hospital, Chelsea was almost certainly painted while Winifred Nicholson was staying with her aunt, Lady Aurea MacLeod, who lived in St. Leonard's Terrace. Lady Aurea was only ten years older than Winifred and they had been partially brought up together. For a portrait of Lady Aurea see *Two Lyrical Painters, Winifred Nicholson and Mary Newcomb*, Crane Kalman Gallery, London, May 2001, cat.no.18.

We are grateful to Jovan Nicholson for compiling this and the following two catalogue entries.



36 AR

WINIFRED NICHOLSON (1893-1981)

River Cher, View in Summer

oil on board

77.9 x 71.4 cm. (26 3/4 x 28 1/8 in.)

Painted circa 1946

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

Acquired by a friend of the artist in Paris, in 1952

Thence by descent to the present owner

Private Collection U.K.

Winifred Nicholson made several paintings of the River Cher and the surrounding rivers while staying with her friend Vera Moore in France soon after the end of the war: for example *Dawn on the Loire* (British Council Collection). Vera Moore was a New Zealand born concert pianist and Brancusi's partner and encouraged by Winifred had purchased a painting by Mondrian from his studio.

37 AR

WINIFRED NICHOLSON (1893-1981)

Wild Flower Window-Sill

oil on canvas

59.5 x 64.8 cm. (23 1/2 x 25 1/2 in.)

£50,000 - 70,000

€68,000 - 95,000

US\$76,000 - 110,000

Provenance

Acquired directly from the artist by the family of the present owner

Exhibited

Cambridge, Kettle's Yard, *Winifred Nicholson*, 28 July–22 September 2001, cat.no.1; this exhibition travelled to Sheffield, Graves Art Gallery, October–November 2001 and Carlisle, Tullie House Museum and Art Gallery, November 2001–January 2002 (col.ill. the frontispiece)

Wild Flower Window-Sill was painted while Winifred Nicholson was staying at Sandaig in Ross-shire, on the west coast of Scotland. Winifred made a number of trips there during the 1950s in the company of her friend the poet Kathleen Raine staying at a small croft they rented from the writer Gavin Maxwell, the place he had written about as Camusfeàrna in *Ring of Bright Water*.

Winifred Nicholson painted the view from the house looking down the Sound of Sleat towards the Cuillins in Skye, and with the islands of Rum and Eigg in the distance (see *Sea Treasures* sold in these rooms 9 March 2011 for £174,000, lot 16A) and also the view from the opposite side of the cottage in *Wild Flower Window-Sill* (see *Winifred Nicholson in Scotland*, Alice Strang, National Galleries of Scotland, Edinburgh, 2003, p.41).

Kathleen Raine wrote of her time with Winifred, "To be near Winifred was to be with a totally committed artist, for whom each day shed its light on a new theme for painting. ... Every painting is such an irrecapturable moment of life – she painted fast, each canvas the work of a morning or afternoon, some worked over perhaps the next day or the day after, but never laboured over in a studio for weeks." (op.cit. p.38).

Winifred Nicholson painted some of her best loved paintings in the West Coast of Scotland and in *Wild Flower Window-Sill* she communicates just how much the remoteness of Sandaig delighted her with its myriad of Hebridean wild flowers, including yellow flags, wild garlic and cotton grass.



38 AR

MARY POTTER (1900-1981)

Evening at Brighton
signed with initials 'MP' (lower right); further signed 'Mary Potter'
(on the canvas overlap)
oil on canvas
60.8 x 76.2 cm. (24 x 30 in.)
Painted in 1950

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

Basil Douglas, by the mid-1950s, by descent to
Maureen Garnham, and thence by descent to the present owner
Private Collection, U.K.

Exhibited

London, New Burlington Gallery, *British painting, 1925-1950: Second Anthology, 1951*,
organised by the Arts Council as part of their programme for the Festival of Britain, 1951,
cat.no.104 (lent by the Artist); this exhibition travelled to Manchester, City Art Gallery

Crisply composed in warming, delicate hues of impasto brushwork *Evening at Brighton* sits among Mary Potter's finest oils. In the immediate post-war years until 1951 the Potter family rented a flat in Marylebone's Harley Street. Surrounded in all directions by the sprawling metropolis, Potter would often escape the city to seek out more natural vistas to paint and favoured coastal locations such as Brighton where she would stay with old friends Dr Bell and his sisters in their flat overlooking the promenade. The oils that resulted from these trips are among her most celebrated and were selected by her for inclusion in a number of showcase exhibitions. The present example was one of three by Potter included in a 1951 Festival of Britain exhibition in which, of the fifty-two artists included, she was one of just three female representatives.

Basil Douglas was the general manager of Benjamin Britten's English Opera Group.

We are grateful to Valerie Potter for her assistance in cataloguing this lot.





39 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Study for Standard VI

signed and numbered 'Frink/5/8' (at the base)

bronze with a brown patina

40.6 cm. (16 in.) high

Conceived in 1965

£6,000 - 8,000

€8,100 - 11,000

US\$9,100 - 12,000

Provenance

Private Collection, U.K.

Literature

Jill Wilder (Ed.), *Elisabeth Frink Sculpture, Catalogue*

Raisonné, Harpvale, London, 1984, cat.no.130,

pp.164-165 (another cast ill.b&w)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue*

Raisonné of Sculpture 1947-93, Lund Humphries, London,

2013, p.97, cat.no.FCR154 (ill.b&w, another cast)

40 * AR

DAME ELISABETH FRINK R.A. (1930-1993)

Harbinger Bird III

signed and numbered 'Frink 5/9' (on the base)

bronze with a black patina

45.4 cm. (17 7/8 in.) high (including base)

Conceived in 1961

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

With Everard Read Gallery, Johannesburg, where purchased by the present owner in 1987

Private Collection, Canada

Exhibited

New York, Bertha Schaffer Gallery, 1961 (another cast)

London, Waddington Galleries I, II, III, *Elisabeth Frink: Sculpture and Prints and Drawings from Chaucer*, 1972 (another cast)

Wiltshire, Salisbury Cathedral and Close, Salisbury Library and Galleries, *Elisabeth Frink: A Certain Unexpectedness*, 1997 (another cast)
Dorchester, Dorset County Museum, *Elisabeth Frink: Man and the Animal World*, 1997 (another cast)

Literature

Arts Magazine, S. Tilim, December 1961 (ill., another cast)

Herbert Read, *Modern Sculpture*, Thames & Hudson, London, 1964 (another cast)

Jill Wilder (Ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale, London, 1984, cat.no.77, pp.153 (another cast ill.b&w)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.78, cat. no.FCR95 (ill.b&w, another cast and col.ill., p.12)





41 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Head

signed and numbered 'Frink 1/6' (at the base of the neck)
bronze with a brown patina and polished bronze
50.8 cm. (20 in.) high
Conceived in 1967

£80,000 - 120,000

€110,000 - 160,000

US\$120,000 - 180,000

Provenance

Purchased by the family of the present owner at the 1978 exhibition
Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Recent Sculpture*, 1967
(another cast)
Edinburgh, Royal Scottish Academy, *152nd Annual Exhibition*, 22
April-30 July 1978, cat.no.21 (this cast)
Dorchester, Dorset County Museum, *Elisabeth Frink: Sculpture and
Drawings*, 1982 (another cast)
London, Royal Academy, *Elisabeth Frink: Sculpture and Drawings
1952-1984*, 8 February-24 March 1985 (another cast)
Wiltshire, Salisbury Cathedral and Close, Salisbury Library and
Galleries, *Elisabeth Frink: A Certain Unexpectedness*, 1997 (this cast)
London, Beaux Arts, *Frink: Sculpture, Drawings and Prints*, 1998
(another cast)

Literature

Bruce Laughton, 'Elisabeth Frink', *Arts Review*, 9 December 1967
Elisabeth Frink: Sculpture and Drawings, Dorset County Museum
exhibition catalogue with essay by Sarah Kent, 1982
Peter Shaffer, *Elisabeth Frink, Sculpture Catalogue Raisonné*, Harpvale,
Wiltshire, 1984, p.172, cat.no.168 (ill.b&w, another cast)
Elisabeth Frink: Sculpture and Drawings 1952-84, Royal Academy
exhibition catalogue with essay by Sarah Kent and interview by
Norman Rosenthal, 1985 (another cast)
Annette Downing, *Elisabeth Frink: Sculptures, Graphic Works, Textiles*,
Salisbury Festival & Wiltshire County Council exhibition catalogue,
1997 (another cast)
Frink, Beaux Arts exhibition catalogue, 1998 (another cast)
Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of
Sculpture 1947-93*, Lund Humphries, London, 2013, pp.110-111,
cat.no.FCR194 (col.ill., another cast)

Frink moved to the South of France in 1967, the same year the present work was conceived. It was here that over a two year period she embarked on a series of these so-called 'Goggle heads'. At the time, the Algerian war had only just ended and as an active supporter of Amnesty International, Frink found fighting and the horrors of war deeply moving. She had seen photographs in the local press of Moroccan General Mohamed Oufkir in his trademark dark glasses and later attributed the origin of her spectacled heads to this. She had explored the theme of the male head previously through her soldiers and warriors but the highly polished glasses of the goggle heads lend a certain inscrutability by obscuring the eyes, a sense that is reinforced by the oversized scale.





42 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Warrior

bronze with a brown patina

32.2 cm. (12 3/4 in.) high

Conceived in 1956 in an edition of 10

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

With Waddington Gallery, London

Dr. Harry & Henriette Lehmann Collection, New York, and by descent

Exhibited

London, Beaux Arts, *Frink: Sculpture & Drawings*, 2002 (another cast)

London, Beaux Arts, *Frink*, 2011 (another cast)

Literature

Annette Ratuszniak, *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, Surrey, 2013, p.50, cat.no.FCR31a (ill.b&w, another cast)



43 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Man Running III
signed and numbered '3/8/Frink' (on the base)
bronze with a brown patina
38 cm. (15 in.) high
Conceived in 1976

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

With Terry Dintenfass, Inc., New York, 1979
Private Collection, U.S.A.
Their sale; Bonhams, London, 29 June 2011, lot 2
With Osborne Samuel, London, where acquired by the present owner
Private Collection, U.K.

Exhibited

London, Waddington Galleries, *Elisabeth Frink: Sculpture, Drawings*, 1976

Literature

Marina Vaizey, *The Sunday Times*, 19 December 1976
Jill Wilder (Ed.), *Elisabeth Frink Sculpture, Catalogue Raisonné*, Harpvale, London, 1984, cat.no.225, pp.184-185 (another cast ill.b&w)
Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.131, cat. no.FCR245 (ill.b&w, another cast)

44 AR

DAME ELISABETH FRINK R.A. (1930-1993)

Horse in the Rain V

signed and numbered 'Frink 1/8' (on the base)

bronze with a brown patina

53.3 cm. (21 in.) long

Conceived in 1985

£150,000 - 200,000

€200,000 - 270,000

US\$230,000 - 300,000

Provenance

With Everard Read Gallery, Johannesburg, where purchased by the present owner

Private Collection, South Africa

Exhibited

Sydney, David Jones Art Gallery, *Elisabeth Frink Sculpture*, October-November 1986, cat.no.3 (another cast)

Literature

Edward Lucie-Smith, *Elisabeth Frink, Sculpture Since 1984 and Drawings*, Art Books International, London, 1994, p.183 (ill.b&w, another cast)

Annette Ratuszniak (ed.), *Elisabeth Frink, Catalogue Raisonné of Sculpture 1947-93*, Lund Humphries, London, 2013, p.167, cat.no.FCR338 (ill.b&w, another cast)

The horse is widely regarded as being Frink's most successful and commercial motif. Emerging during the late 1960s and conceived as both singular entities and with riders, they are largely the result of her time spent in the Camargue region of France, renowned for its semi-wild horses and rugged landscape. Frink's father had been a keen horseman during her childhood in rural Suffolk and the country life resonated with her, acting as a welcome distraction from the London art scene which at the time was star struck by the British Pop artists such as Peter Blake and Allen Jones and a new generation of sculptors who were being led by Anthony Caro.

Upon returning to England in 1973 Frink continued to explore and develop the horse theme within her work. As with the other animals she chose to sculpt and by her own admission, they are more concerned with representing her emotional response to, and spiritual identification with, the subject in question than with literal physical form. In view of this particularly subjective approach, Frink denied being an animal sculptor in the true sense of the notion, stating her principal interest to lie 'in the spirit of the animal' (Edward Lucie-Smith & Elisabeth Frink, *Frink: A Portrait*, London, Bloomsbury, 1994, p.123).

Conceived in 1985 and number 1 from the edition of 8, *Horse in the Rain V* encourages a more direct contemplation of the essence of the animal in question. Despite the rain, the creature is presented in a restful pose and has a subtle grace of movement free from human constraint. Light reflects off the horse's irregular and dynamic bronze surface which is finished in a rich brown patina.

Horse in the Rain V (number 3 from the edition of 8) was sold in these rooms on 16 November 2011 for £289,250.



45 AR

CHRISTOPHER RICHARD WYNNE NEVINSON A.R.A. (1889 – 1946)

Mule Team

signed 'C.R.W. Nev' (lower centre)

oil on canvas laid on board

63.5 x 76.2 cm. (25 x 30 in.)

Painted between September 1917 and March 1918

£250,000 - 350,000

€340,000 - 470,000

US\$380,000 - 530,000

Provenance

With Leicester Galleries London, sold 1918

In the collection of Col & Mrs P.G. Robinson by 1952, and thence by family descent to the present owner

Exhibited

London, Leicester Galleries, *Pictures of War by C.R.W. Nevinson (official artist of the Western Front)*, March 1918, cat.no.21

London, Browse and Darby, *A Critic's Choice 1900-1950 selected by Andrew Lambirth*, 19 October-11 November 2011, cat.no.52 (col.ill., where lent by Col & Mrs P.G. Robinson, not for sale)

Literature

Christopher Richard Wynne Nevinson, John Ernest Crawford Fitch, *The Great War: Fourth Year*, Grant Richards Limited, London, 1918, pl.6 (ill.b&w, as *A Mule Team*)

Michael J. K. Walsh, *A Dilemma of English Modernism: Visual and Verbal Politics in the Life and Work of C.R.W. Nevinson (1899-1946)*, University of Delaware Press, Cranbury, 2007, p.176

Jonathan Black, *C.R.W. Nevinson, The Complete Prints*, Lund Humphries, London, 2014, p.127









Mule Team (Drypoint), Christopher R. W. Nevinson, Harvard Art Museums/Fogg Museum, Gift of James N. Rosenberg'.

War was Nevinson's great subject, and although he was adept at depicting the life of big cities (London, Paris and New York in particular), and also had a successful line in unpeopled English landscapes, war is what he is most celebrated for. His paintings and prints on the subject are increasingly sought after, and a painting of the importance of *Mule Team*, which has not appeared on the market for over 60 years, is indeed a welcome rarity.

Osbert Sitwell, writing in the preface to Nevinson's Memorial Exhibition at The Leicester Galleries in 1947, called him one of the most vital figures of English art. 'In spite of the contemporary trend of aesthetic belief, and of fashionable concept, Nevinson painted with his heart, no less than with head and hand.' Sitwell observed that Nevinson's war pictures were full of pity and grief at the tragic suffering and follies the artist had witnessed, and this compassionate empathy is certainly evident in *Mule Team*. A soldier on horseback, depicted in profile, leads a couple of mules from right to left across the canvas. The mules have their eyes closed in exhaustion and the young man's face, though shadowed too with tiredness, is set with determination – or perhaps with simple endurance.

Mule Team belongs with a series of paintings Nevinson made in 1917, which feature the drab downside of war: *A Group of Soldiers*, *Paths of Glory* and *Reliefs at Dawn*, all now in the Imperial War Museum. These are not the marching martial columns of 1914, the angular upbeat images of men returning to the trenches, or the potent pictures of bursting shells or machine gunners, all of which had captured the popular imagination with their drama.

These are paintings of disillusion and despair, representing the human cost of war. *Paths of Glory* is particularly bleak, depicting a couple of dead soldiers sprawled in No Man's Land amid a mess of barbed wire. In fact this painting, although purchased for the National War Museum, not surprisingly ran into official disapproval and its exhibition and publication were prohibited.

A dab hand at self-promotion, Nevinson exhibited it nonetheless, with a brown paper sash pasted diagonally to the canvas labelled 'Censored'.

Mule Team is less pessimistic than its colleagues, partly because of its animal content: there is only one soldier, flanked and surrounded by horse and mules. The image is more tranquil than groups of dead or living on the front line; it has the optimism inherent in making a journey, and even suggests the pre-war rural life from which so many soldiers were conscripted. The Tommy's over-sized fist - strategically placed in the centre of the canvas - might belong to a ploughman, while the determined way it grasps the reins seems to indicate the continued sturdy defiance of the Allied Armies. Although Nevinson was celebrated for his images of mechanized violence, there is none of this here, though the angularities of outline (especially in the soldier's tunic and the cocked ears of the mules) do suggest, albeit remotely, a Futurist or even Vorticist vision.

The composition is close-cropped, almost savagely so, with the horse's head and the mules' bodies dispensed with. This kind of cropping of an image, which owes so much to the way a camera composes a shot, not only intensifies the drama of the scene, but also augments its sense of movement. The cropping gives the image the look of a movie still and thus strongly implies onward movement when the film is allowed to recommence. This emphasis on motion recalls the fact that Nevinson was the only English Futurist, and Futurism worshipped the energy and dynamism of modern technology, and sought convincing ways of conveying speed and movement in two dimensions.

The sky is pale with morning light, but jagged with the discord of war. In its criss-cross linearity it is reminiscent of two Nevinson paintings of 1916, *Motor Lorries* (Manchester City Galleries) and *Motor Transport* (Private Collection), but doesn't match the geometrical striping of some of his more explosive pictures. Mule trains are of course associated also with Stanley Spencer, whose *Travoy's Arriving with Wounded at a Dressing Station at Smol, Macedonia, September 1916* (Imperial War Museum), still possesses a memorable charge through its grand quasi-religious composition, though it was not actually painted until after the war. Nevinson's picture carries the conviction of recording an event at the time of its witnessing: there is immediacy and directness here, and a powerful sense of authenticity.

Nevinson also made a drypoint print of the subject in 1917, a fairly straight copy of the pose though slightly more two-dimensional and caricatural in execution. It seems likely that the drypoint came after the painting was begun, as it was Nevinson's habit to try out a subject first in oil, pastel or watercolour, before making a print of it. Undoubtedly, *Mule Team* was an important image to Nevinson and helps to illuminate a less obvious aspect of war, while suggesting the emotional complexity that all warfare must entail.

We are grateful to Andrew Lambirth for compiling this catalogue entry and to Dr Jonathan Black for his assistance in cataloguing this lot.

Please note that this work is presented in a loan frame courtesy of Paul Mitchell Ltd, London.



46 AR

OSCAR NEMON (1906-1985)

Sir Winston Churchill

plaster

19.8 cm. (7 3/4 in.) high

Executed in 1953

£5,000 - 7,000

€6,800 - 9,500

US\$7,600 - 11,000

Provenance

The Artist, by whom gifted to

Sir Owen Morshead, thence by family descent

Private Collection, U.K.

Sir Owen, a much decorated war hero from the Great War where he served with the Prince of Wales, was Librarian at Windsor from 1926-1958. He played a key role in reorganizing the library along rational lines bringing in Kenneth Clark, for example, to catalogue the six hundred drawings by Leonardo da Vinci for the first time. This plaster bust is accompanied by a note typed by Sir Owen saying 'It was I who suggested to the Queen that a bust should be done from the life for Windsor Castle. That was in 1953, 12 years before Churchill's death. I chose Nemon, at that time an unknown sculptor. This is the original "maquette" which he made for the bust. Nemon gave it to me.'

It is significant that Churchill's first attempt at sculpture was a bust of Nemon which he made at the same time as Nemon's now celebrated bust of him. Nemon is quoted in a newspaper article as saying 'To be looked at was a challenge to Sir Winston - a provocation. As a way of getting over this he said: 'I shall do you and you shall do me'. As soon as he started to work he became very excited. Ash fell from his cigar like autumn leaves. His spectacles slipped to the end of his nose. Roaring with excitement, he squeezed the clay. It was a terrific revelation for him. He was discovering a new field. I was not able to work at all, I was forced to remain completely still so that he could work. I had two sittings as a model for Sir Winston - the first at two o'clock in the morning'.



47 W

GLYN WARREN PHILPOT (1884-1937)

Student with a Book
signed and dated 'Glyn Philpot 1920' (lower left)
oil on canvas
102.8 x 128.3 cm. (40 1/2 x 50 1/2 in.)

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

The Artist, thence by family descent to the present owner
Private Collection, U.K.

Exhibited

London, Royal Academy of Arts, *Summer Exhibition*, 1920, cat.no.116
Venice, *XVII Venice Biennale*, 1930, cat.no.56
London, Tate Gallery, *Exhibition of Paintings and Sculpture by the late
Glyn Philpot R.A.*, 14 July - 28 August 1938, cat.no.15
Chichester, Pallant House Gallery, *Glyn Philpot (1884-1937) Paintings
and Sculpture*, 6 February-29 March 1998
Brighton, Brighton Museum and Art Galleries, May 1996-April 2015
(on loan)

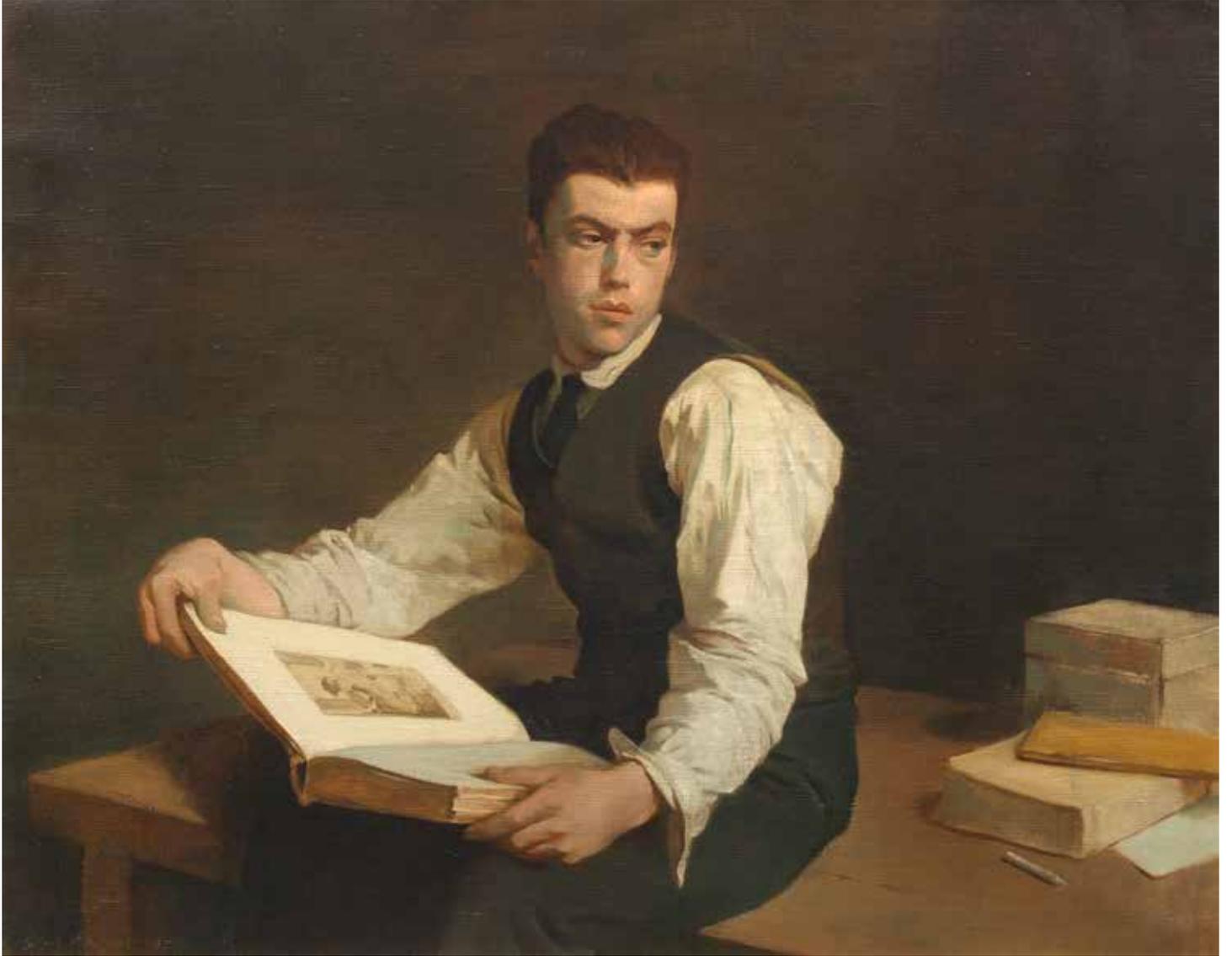
Literature

Royal Academy Illustrated, London, 1920, p.74 (ill.b&w)
A.C. Sewter, *Glyn Philpot 1884-1937*, B.T. Batsford, London, 1951,
pl.45
J.G.P. Delaney, *Glyn Philpot, His Life and Art*, Ashgate Publishing,
Aldershot, 1999, p.66

The sitter in this large and elegant quasi-portrait is Bernard Rice (1900-1998). His father was a stained-glass artist of British origin and the family had been interned in Austria during World War I. Upon returning to London following the war, Philpot found them accommodation, and for the aspiring young artist, a place at Westminster School of Art. Born in Innsbruck, where Bernard studied wood engraving, drawing and painting he went on to become an artist and teacher. Following his brief stay in England he left for the former Yugoslavia in 1922, where some of his best known works (large woodcuts) were produced.

Student with a Book was exhibited at The Royal Academy in 1920 alongside another painting depicting all three members of the Rice family, *An Artist and his Family*, now in the collection of Ferens Art Gallery, Hull. In the latter painting Bernard is standing, dressed in the same clothes as the present lot, sketching his mother who is posing as The Madonna.

The literature which features in *Student with a Book* is a reminder of Philpot's early interest in the art of the book. The previous year he had designed some bookbindings for a Mr Harold Bell, in a modernist style, a number of which now belong to Harvard College Library.





48 AR W

ALGERNON CECIL NEWTON R.A. (1880-1968)

City of London from Hampstead
signed with monogram (lower left)
oil on canvas
76.2 x 101.6 cm. (30 x 40 in.)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

With The Leicester Galleries, London
Sale; Christie's, London, 17 October 1980, lot 145
With Gallery 25, London, 1982, where acquired by the family
of the present owner
Private Collection, U.K.



49 * AR

AUGUSTUS EDWIN JOHN O.M. (1878-1961)

Bathers at Swanage

signed 'John' (lower right)

oil on canvas

24.2 x 33 cm. (9 1/2 x 13 in.)

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

Private Collection, U.S.A.

Exhibited

London, Arthur Tooth & Sons, *Augustus John*, March 1961, cat.no.1

Please note that this work will be reproduced in the catalogue for the forthcoming exhibition *Slade Painters in Dorset: The Edwardians* to be held at the Russell-Cotes Art Gallery & Museum, 1 April - 2 October 2016.

We are grateful to Rebecca John for her assistance in cataloguing this lot.

50 AR

SIR WILLIAM NICHOLSON (1872-1949)

Shingle Street

oil on canvasboard

30.2 x 40.4 cm. (11 7/8 x 15 7/8 in.)

Painted circa 1908

£25,000 - 35,000

€34,000 - 47,000

US\$38,000 - 53,000

Provenance

George Crawley, thence by descent

Their sale, Sotheby's, Billingshurst, 25 October 1994, lot 351

With Jonathan Clark, London

With Stephen Somerville

Private Collection, U.K.

Literature

Patricia Reed, *William Nicholson; a Catalogue Raisonné of the Oil Paintings*, Modern Art Press, London, 2011, p.127, cat.no.114 (col.iii)

This sunlit little landscape depicts the old fishing village of Shingle Street that stands at the south end of Orford Beach in Suffolk. The view is taken from the shingle beach at low tide. The great banks of shingle are moved by the force of the tides, leaving large pools amid the shingle as can be seen in the foreground. Boats were the most convenient means of transport with only a single road across the marshes to the village.

The low horizon line favoured by William Nicholson in his early landscapes divides the canvas into four parts of sky to one of land. The cloudscape hints at the swiftly changing weather conditions of the exposed coastline, with the centre of the village in shadow.

On the left can be seen the Martello Tower and the cluster of fishermen's cottages around the Life Boat Inn – the white, gabled building. On the right is a large bungalow with a flagpole known as German Ocean Mansion, the holiday home of the Colley family before the First World War, with the Walton's bungalow adjoining.

Lucy Wellesley Colley in her privately printed *Book of Memories* (1918) recorded some of the many sailing adventures of the children and friends of the two large families that on occasion necessitated the aid of the boatmen from the Coastguard Station (now Coastguard Cottages, just outside the picture to the right). During World War II the village was evacuated – many buildings were damaged and later rebuilt, and some including the Life Boat Inn were destroyed.

At present there is no documentary evidence to place William Nicholson in Shingle Street at a particular date. The isolation of the village would have necessitated a stay, perhaps a short holiday after a visit to his patron T.W. Bacon in the adjoining county of Essex?

The original owner of this work, George A Crawley (1864-1926), architect and patron of the arts, was a friend to many artists including the Nicholsons. He is known to have also purchased a work by Mabel Nicholson.

We are grateful to Patricia Reed for compiling this catalogue entry.





51

WALTER RICHARD SICKERT A.R.A. (1860-1942)

The Belvedere, Bath
oil on canvasboard
21 x 19.7 cm. (8 1/4 x 7 3/4 in.)
Painted in 1918

£6,000 - 8,000

€8,100 - 11,000

US\$9,100 - 12,000

Provenance

With Roland, Browse & Delbanco, London, 1963
Hugh Beaumont
His estate's sale; Sotheby's, London, 19 June 1974, lot 22
Sir Andrew Carnwath, thence by descent

Exhibited

London, The Fine Art Society, *Sickert*, 21 May-8 June, 1973, cat. no.78; this exhibition travelled to Edinburgh, 9-30 June (selected by Wendy Baron, where lent by the Executors of Hugh Beaumont's estate)

Literature

Wendy Baron, *Sickert*, Phaidon, London, 1973, cat.no.372
Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven & London, 2006, p.452, cat.no.493.2

The present work is one of a number of variations Sickert painted of Belvedere (a section of Lansdown Road, Bath) including a large and complete canvas now in the collection of the Tate Gallery, London. Of the present example Baron notes 'A small, sparkling, spare version of the subject which incorporates all the information found in the larger pictures.' (Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, p.425).

We are grateful to Dr. Wendy Baron for her assistance in cataloguing this and the following lot.



52

WALTER RICHARD SICKERT A.R.A. (1860-1942)

Road to the Casino, Dieppe

signed 'Sickert' (lower right, beneath the slip)

oil on board

18.8 x 24 cm. (7 1/2 x 9 5/8 in.)

Painted circa 1907

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

Lord Howard de Walden

A.J.L. McDonnell

W.J. Bilson

J.S. Embiricos

Sale; Sotheby's, London, 2 October 1991, lot 38

With Waterhouse & Dodd, London

Sale; Sotheby's, London, 2 June 2004, lot 21

Private Collection, U.K.

Literature

Wendy Baron, *Sickert*, Phaidon, London, 1973, cat.no.292

Wendy Baron, *Sickert, Paintings & Drawings*, Yale University Press, New Haven and London, 2006, p.349-350, cat.no.311.1 (col.ill)



Veduta del Campo ditto de' Frari, circa 1720 (engraving)
 Andrea Zucchi / The British Museum © The Trustees of the British Museum

53 *

WALTER RICHARD SICKERT A.R.A. (1860-1942)

Outside the Frari, Venice
 signed 'Sickert' (lower centre)
 oil on canvas
 76.3 x 63.9 cm. (30 1/8 x 25 1/8 in.)
 Painted in the late 1930s

£25,000 - 35,000
 €34,000 - 47,000
 US\$38,000 - 53,000

Provenance

Dr. Robert Emmons
 His sale; 1 June 1956, lot 124
 Wolf Mankowitz
 Lawrence Harvey
 Michael Parkin, 1974
 Sale; Sotheby's, London, 2 November 1983, lot 34
 Mr. Simon Richard
 His sale; Sotheby's, Johannesburg, 6 November 1984, lot 240
 Private Collection, Asia

Exhibited

London, The Leicester Galleries, *Paintings and Drawings by W.R. Sickert from the Collection of Dr Robert Emmons*, May-June 1950, cat.no.21

Literature

Wendy Baron, *Sickert, Paintings and Drawings*, Yale University Press, New Haven and London, 2006, p.559, cat.no.774 (ill.b&w)

Sickert, ever inventive and experimental, turned his lifelong approach to painting on its head during his final ten years as an artist. Beginning with his friendship with Degas during the mid 1880s, he had spent a lifetime painting from drawings - and urgently advocating the practice. However, after 1927 his reliance on drawing decreased as his delight in secondary sources increased. Newspaper photographs were the basis of his striking life-size portraits; publicity photographs and cinema stills the basis of his powerful, often close-up, cinema and theatre paintings; snapshots taken by his third wife, Thérèse Lessore, the basis of his 1930s landscapes in Thanet and Bath; black-and-white woodcuts and engravings by his favourite Victorian illustrators the basis of his colourful 'Echoes'.

Occasionally engravings by earlier masters caught his eye. A notable example is his painting *Lucretia* of 1932-3 (Baron 2006, cat.no.639), inscribed 'After Palma', taken directly from an early 18th century etching by Bernard Picart after a *Rape of Lucretia* by the Venetian painter Palma il Giovane (1544-1628).

Outside the Frari can now be identified as derived from a late 18th century engraving, *Veduta del Campo detto de' Frari* (Fig.1, Impression in British Museum, 1878.1214.641) by Andrea Zucchi after Giuseppe Valeriani (c.1720-1762, draughtsman and painter who worked in Venice and St Petersburg), published in Venice by Teodoro Viero.

A key quality of Sickert's late work is his intense concentration on design. This is more easily appreciated when we can see exactly how he manipulated his source image. Just as he used cropping to great effect in his full-length portraits, reducing the original context to a mere cipher and bringing the subject right up to the surface of his canvas, so he has radically cropped Zucchi's image, taking off a little at the top, more on the right (two bays of the flanking building) and about a third of the total on the left (excising much of the campo beside the campanile). By honing in on a tighter area, the sense of bustle and the impact of the monumental architecture which dwarfs the figures are hugely reinforced. The lively incidents are all imported from the engraving. They include in the foreground a man in a wheelchair being pushed from the back and towed by a man with a rope in the front, women selling vegetables or fruit from baskets on the bridge, a dog sniffing another in the right foreground, and in the middle ground a man in a boat being helped ashore while behind them another man walks gracefully while balancing a filled sack on his head. The visible squaring-up, used to facilitate the transfer from the engraving to a much larger canvas, strengthens rather than detracts from the monumental design.

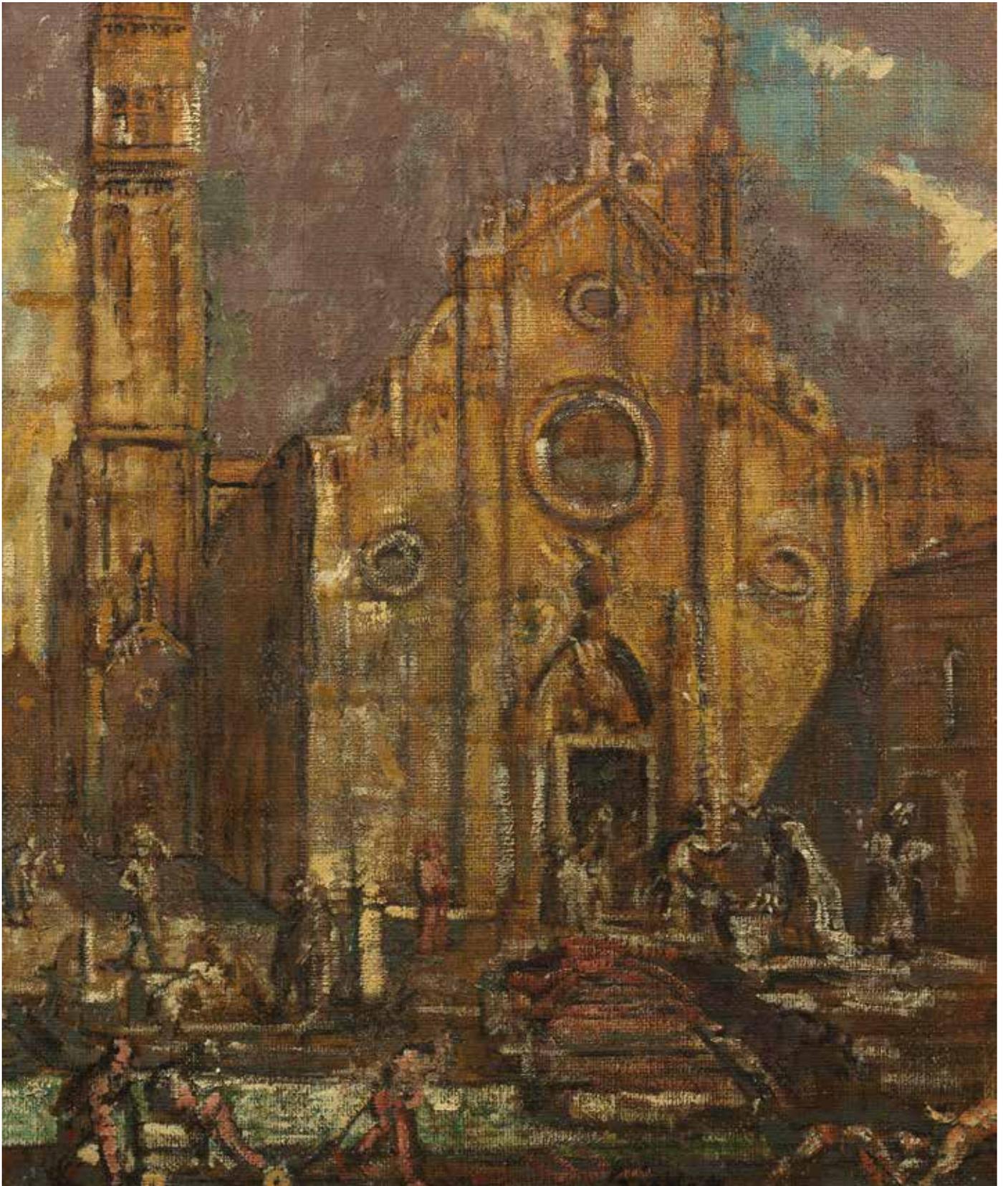
Venice meant much to Sickert. He lived and painted there in 1895, 1896, 1900, 1901 and 1903-4. One wife left him in Venice and he (unsuccessfully) wooed another. He not only painted its great and lesser sites, but first developed his characteristic interiors with figures there, posing local prostitutes in his rooms at Calle dei Frati. His command of Italian - and the Venetian dialect - was fluent. He visited the city for the last time in December 1929, perhaps in advance of the one-man showing of his work in the British Section at the Biennale in 1930 (he had shown a few works at the Venice Biennale in 1903 and 1912, and was to show a few more in 1932 and 1936). It is safe to assume that the print from which he derived *Outside the Frari* was his own and had been bought in Venice.

Robert Emmons, this painting's first owner, Sickert's first biographer and one-time pupil, cited its date (when it was sold in 1950) as 1939. It is indeed exceptionally close in style, handling and presentation to *Temple Bar* (Baron 2006, cat.no.680), painted circa 1940 from an engraving owned by Sickert and said by Helen Lessore, the artist's sister-in-law as well as his dealer at the Beaux Arts Gallery, to be Sickert's last painting. She compared *Temple Bar* to a very late Titian, a comparison which also holds good for *Outside the Frari*. The freedom with which the paint has been applied as an interwoven pattern of broad brushmarks on a coarsely-woven canvas, the dominance of ochres with flickering creamy highlights, above all Sickert's sheer energy and creativeness are indeed Titianesque.

When Sickert was painting the façade of the Franciscan basilica, Santa Maria Gloriosa dei Frari, he could not have failed to remember it is dedicated to the Assumption and houses, over the high altar, Titian's early masterpiece, the *Assumption of the Virgin*. The Frari, begun circa 1330 was not finished until over a century later; its campanile (seen in the background on the left of Sickert's painting) is the second tallest in Venice. The stepped footbridge in Zucchi's engraving and in Sickert's painting is open at the sides, without the balustrade added, presumably for safety, certainly not for aesthetic, reasons in more modern times.

Outside the Frari has had a distinguished provenance, including actor Lawrence Harvey and playwright Wolf Mankowitz. They may well have been attracted not only by the sheer beauty of its colour and texture and brushwork, but also by its dramatic qualities: it is not hard to see it as a set for *The Merchant of Venice*. It is testimony to Sickert's unflinching sense of adventure when painting.

We are grateful to Dr. Wendy Baron for compiling this catalogue entry.



54

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

The Bishop's Castle Tearooms
signed and dated 'J. Lavery 88' (lower left)
oil on canvas
25.5 x 30.5 cm. (10 x 12 in.)

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

With Arthur Tooth & Sons, London
Private Collection, U.K.

Exhibited

Glasgow, Craibe Angus Gallery, 1888

Between May and November 1888, in the park at Kelvingrove, the city of Glasgow hosted an International Exhibition of arts and manufacturing from across the globe. As Scotland's industrial hub, it supplied ships, locomotives, wool and cotton fabrics, and other essentials to the far corners of the British Empire, and the exhibition provided the opportunity to celebrate its prowess. Glasgow also boasted some of the most avant-garde artists and collectors in Britain, and its flourishing young painters, the 'Glasgow Boys' had recently formed. The most enterprising of these was John Lavery who, at the outset of the exhibition, concluded an arrangement with the dealer, Craibe Angus, to show fifty oil sketches painted on-the-spot throughout the duration of the show. In addition to a vivid record of the State Visit of Queen Victoria in August, these included paintings of the exhibition halls, studies of Welsh weavers, Indian potters and an attractive 'paintress' on the Royal Doulton stand who later found a career in Hollywood. There were tobacco kiosks, bungalow tearooms and a Dutch cocoa house. And amid the bandstands, fountains and fireworks, on the hillside leading up to Glasgow University, beyond the North Kiosk, a medieval Bishop's Castle was constructed to house the relics of Mary, Queen of Scots – one of the special features of the exhibition. This had its own tearoom overlooking the entire park and, as is clear in the present picture, its patrons were served by waitresses dressed in Mary Stuart costumes.

Our record of the exhibition depends in large measure upon Lavery's surviving canvases. A smaller view of the tearoom, *The Glasgow International Exhibition* (Tate Britain), contains the waitress and more crowded tables. Another represents the access stairway and seating area, under the glow of the lanterns, and a final study shows waitresses serving in an adjacent passageway (both Private Collections). Lavery had trained himself to observe the hubbub of public places and with great economy could describe setting and subjects as they appeared in an instant. Visual memory was essential for an artist-reporter. As much as in sections left unfinished or only lightly sketched, this is evident in the focal point of the composition, the beautifully-observed military bandmen, seen in *contre jour*. Thus in *The Bishop's Castle Tea Room*, the speed and spontaneity of Lavery's accurate eye could not be more clearly demonstrated.

We are grateful to Professor Kenneth McConkey for compiling this and the following catalogue entry.



55

SIR JOHN LAVERY R.A., R.S.A., R.H.A. (1856-1941)

Moonlight - The Bridge
signed 'J Lavery' (lower right)
oil on canvas
62.8 x 76.2 cm. (24 3/4 x 30 in.)
Painted in 1912

£25,000 - 35,000

€34,000 - 47,000

US\$38,000 - 53,000

Provenance

Lord & Lady Lucas, by 1914
Sale; Phillips, London, 19 June 1984, lot 17
Sale; Phillips, London, 7 June 1994, lot 36, where acquired by
The Jefferson Smurfit Group
Private Collection, Dublin
Sale; Whyte's, Dublin, 26 April 2005, lot 110, where acquired by the
present owner
Private Collection, Ireland

Exhibited

London, Grosvenor Gallery, *A Retrospective Exhibition of the works of John Lavery, 1880-1914*, 1914, cat.no.146 (where lent by Lord Lucas)

The new-year 1912 saw John Lavery *en famille* at Dar-el-Midfah, his house on Mount Washington, in the outskirts of Tangier. Shortly before his arrival the SS Delhi had run aground close by at Cap Spartel and he immediately made his way there to record the stricken ship. However the most important event of this particular season was the wedding of his only daughter, Eileen, in March, and he, and his second wife, Hazel, hosted many friends and local dignitaries for the reception. The busy social calendar, nevertheless, did not restrict his painting activities and a number of canvases were produced in and around his garden overlooking the Straits of Gibraltar. These, as in previous years, were beach and clifftop views, to which the present picture is a significant addition. It represents the road crossing a small bridge, near the entrance to the path leading to Lavery's house. He had worked there during the day (see *My House in Morocco*, 1912, Fife Council) but returning at night was a daring departure.

In fact venturing even this short distance from the security of his villa after darkness was dangerous in 1912. Although an international Protectorate, on account of its strategic importance, Tangier was surrounded by brigands and rebel groups who reaped rich rewards from kidnapping prominent western visitors. The painter's friend Walter Harris, *The Times* correspondent, had been one of these luckless foreigners. Indeed such was the weakness of the Sultan's rule, and the descent into lawlessness throughout Morocco, that in the month of Eileen's wedding, the country was invaded by French troops under General Lyautay.

However, none of this mattered to the painter as he blocked in the inky hillsides and warm blue-grey of the sky hanging over the roadside scene. An eerie moonlight picks out the tiny figures on the far side of the bridge and the houses in the distance, and a single star twinkles in the sky. All is still – despite the border clashes. It was a sufficiently haunting impression for Lavery to wish to recall the painting from Lord and Lady Lucas for his major retrospective exhibition at the Grosvenor Gallery in 1914.



56 AR

SIR STANLEY SPENCER R.A. (1891-1959)

The Mill, Durweston
oil on canvas
40 x 50.2 cm. (15 3/4 x 19 3/4 in.)
Painted in 1920

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

The Artist, from whom acquired by
J.L. Behrend, circa 1920
Sale; Christie's, 4 December 1973, lot 165
With New Grafton Gallery, London, where acquired by
Sir Andrew Carnwath, thence by descent

Exhibited

Grosvenor House, 1921
Contemporary Art Society, *Paintings and Drawings*, 1923, cat.no.81 (as *The Mills, Stourpaine*)
London, The Goupil Gallery, *The Resurrection and Other Works by Stanley Spencer*, 1927, cat.no.46 (as *The Mills, Stourpaine*)
London, Leger Gallery, *The Early Work of Stanley Spencer*, March 1939, cat.no.14
London, Leicester Galleries, *The J.L. Behrend Collection*, 1962, cat.no.43
London, Arthur Tooth & Sons, *British Painting 1900-50*, 1967, cat.no.9
London, New Grafton Gallery, *English Painting 1900-1940*, 24 October 1974, cat.no.28 (ill.b&w)
London, Royal Academy of Arts, *Stanley Spencer, R.A.*, 20 September-14 November 1980, cat.no.50 (ill.b&w)
Johannesburg, British Council (catalogue untraced)

Literature

R.H.W Wilenski, *Stanley Spencer*, Ernest Benn 1924, pl.12
E. Rothenstein, *Stanley Spencer*, Phaidon Press, Oxford and London, 1945, p.21, pl.11
Gilbert Spencer, *Stanley Spencer*, Gollancz, London, 1961, pp.155-6
Kenneth Pople, *Stanley Spencer; A Biography*, Collins, London, 1991, p.203
Keith Bell, *Stanley Spencer, A Complete Catalogue of the Paintings*, Phaidon Press Ltd., London, 1992, p.402, cat.no.62 (col.ill. pp.244-245)

In the summer of 1920 Stanley Spencer visited Dorset with his brother Gilbert; they stayed in Stourpaine at the home of Henry Lamb. Whilst there Spencer painted six canvases, each landscape painted from life. Of these, it is of the present oil which Keith Bell remarks 'one of the most successful of Spencer's early landscapes, showing a new refined control' (Keith Bell, *Stanley Spencer, A Complete Catalogue of the Paintings*, Phaidon Press Ltd., London, 1992, pp.402-403) and the artist comments 'there was something interesting in the pattern of small windows' (ibid).

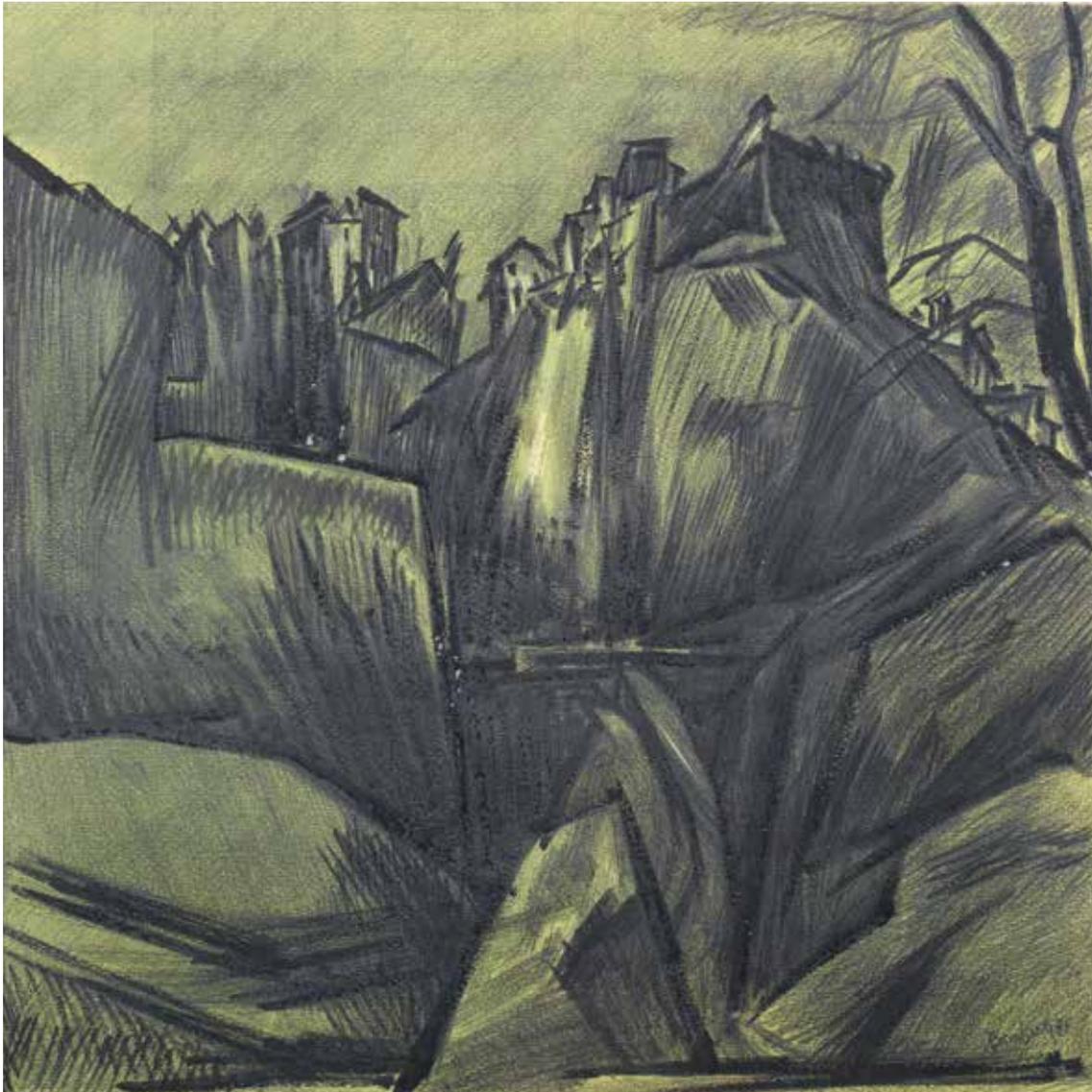
In these immediate post World War I works Spencer moves away from the religious content that had thus far dominated his output. The motivation being partly financial; realising the commercial nature of the religious scenes was somewhat limited, and as he recalled in 1948 he wished to feel the 'challenge' of painting landscapes alongside his fellow artists. The vistas each turn the viewer's eye towards the workings of the land and often, as in *The Mill, Durweston*, focus on the structures and ephemera of agricultural industry. Emotive devices such as dormant buildings and anthropomorphic machinery first appeared at this date.

Such motifs would later become key components of the artist's *œuvre* and he later revisited them in mature oils such as *Rickets Farm, Cookham Dene*, 1938 (Bell, cat.no.253), *Priory Farm, Leonard Stanley*, 1940 (Bell, cat.no.300) and *The Alder Tree, Gloucestershire*, 1941 (Bell, cat.no.303).

The present work is accompanied by a well documented Spencer anecdote, recalled by Gilbert who writes 'An example of my brother's courage arose while he was painting *Durweston Mill*. Nearby, two of the "gentry" were shooting. We had grown to associate "gentry" with barbed wire, policemen, and charges of trespassing at Cookham, and at Durweston feudalism seemed even more powerful. Stan saw these sportsmen shoot a moorhen in the water, and this roused him. He introduced himself disarmingly enough with "That was a good shot" or something of the kind, and before they could extricate themselves from this disguised pleasantry, he demanded to know why they had done it, and vigorously abused their manliness. His manner when annoyed could be quite fierce..." (Gilbert Spencer, *Stanley Spencer*, Gollancz, London, 1961, pp.155-6).

We are grateful to Dr Keith Bell for his assistance in cataloguing the present lot.





57 AR

DAVID BOMBERG (1890-1957)

Ronda

signed and dated 'Bomberg 35' (lower right); further signed, titled and

dated again "'Ronda" 1935 by David Bomberg' (verso)

wash, graphite and ink

48.3 x 51.4 cm. (19 x 20 1/4 in.)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

With Marlborough Fine Art, London

Probably with Ben Uri Gallery, London, *circa* 1950-60, where acquired

by the family of the present owner

Private Collection, U.K.



58 AR

PAUL NASH (1889-1946)

A View Over Romney Marsh

signed and dated 'Paul Nash/1922' (lower right)

pencil and watercolour

54.6 x 37.1 cm. (21 1/2 x 14 5/8 in.)

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

With The Redfern Gallery, London, where acquired by

Sir John Parkinson

His sale; Sotheby's, London, 26 April 1961, lot 94, where acquired by
Mr/Mrs Mark

Sale; Sotheby's London, 20 June 1962, lot 120, where acquired by

Thos. Agnew & Sons, London

Property of a Lady

Her sale; Sotheby's, London, 14 March 2006 (as *Country Landscape*),

where acquired by the present owner

Private Collection

Exhibited

Probably London, Redfern Gallery, *Paul Nash*, April 1935 (catalogue
untraced, unnumbered)

Literature

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.380,
cat.no.3770

Causey notes 'likely the picture added to the Redfern 1935 show and
described by Nash in his own catalogue as *The Marsh from Aldington*
(which is the subject), with the added note that it was 'Raymond's
drawing'. (Andrew Causey, *Paul Nash*, Clarendon Press, 1980, p.380).



59 AR

PAUL NASH (1889-1946)

Walk

signed 'Paul Nash' (lower left)

pencil and watercolour

39.1 x 55.9 cm. (15 3/8 x 22 in.)

Executed in 1932

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

T.A.W. Blackwell, 1933, thence by descent to
Charles Blackwell

Exhibited

London, Leicester Galleries, 1933, cat.no.8

Literature

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.424,
cat.no.766



60 AR

PAUL NASH (1889-1946)

Chestnut Waters
signed and dated 'Paul Nash/1922' (lower right)
pencil, chalk and watercolour
38.8 x 57.8 cm. (15 x 22 in.)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

Desmond Coke
His estate's sale; Sotheby's, London, 23 July 1931, lot 107
(as *The Edge of a Lake*)
T.A.W. Blackwell, circa 1933, thence by descent to
Charles Blackwell

Literature

Andrew Causey, *Paul Nash*, Clarendon Press, Oxford, 1980, p.378,
cat.no.344 (ill.b&w, pl. 152)

The present work relates closely to an ambitious oil by the same title painted in the following year (now in the Collection of the National Gallery of Canada). These works depict a scene in the grounds of Claud Lovat Fraser's parent's home at Buntingford, Hertfordshire. In preparation for the oil Nash wrote to the present works first owner, Desmond Coke, requesting 'The Chestnut Waters I really do want photographed very badly because I am doing a large painting of that design for the show.' (Nash in Andrew Causey, *Paul Nash*, Oxford, 1980, p.378). He wrote again to Coke stating that the oil 'is the best of the lot and nearest to being an achievement I think' (op.cit, p.381).



Verso

61 AR

JOHN NORTHCOTE NASH R.A. (1893-1977)

Ipswich Docks

signed 'John Nash' (lower left)

oil on canvas

50.7 x 77.2 cm. (20 x 30 in.)

Painted circa 1950

£18,000 - 25,000

€24,000 - 34,000

US\$27,000 - 38,000

Provenance

With New Grafton Gallery, London, where acquired by
J.G. Carnwath, thence by descent

Literature

Sir John Rothenstein, *John Nash*, Macdonald & Co, London & Sydney, 1983, p.109 (col.ill.)

Please note that this work is double-sided.

Much like his fellow Camden Town and Cumberland Market Group artists, John Nash developed a keen conviction early on for everyday subjects which would serve to feed almost his entire output. Of these favoured subjects, docks and quays are one he returned to time and again. Rothenstein notes that Nash relished the busy and complex visual nature which provided ample challenge for his eye to render 'legible' that which was before him. As early as 1925 he embarked on trips to Bristol to paint the docks (at times side by side with Eric Ravillious) and it was surely this dockside life which led him to the Navy in Bristol, Swansea and Plymouth as an Official War Artist from 1940-44.





62 AR

DUNCAN GRANT (1885-1978)

Sussex Landscape
signed 'd Grant' (lower right)
oil on board
39.4 x 53.3 cm. (15 1/2 x 21 in.)
Painted circa 1922-23

£5,000 - 7,000
€6,800 - 9,500
US\$7,600 - 11,000

Provenance

With Crane Kalman, London
Private Collection, U.K.

The present work depicts a view near Charleston looking towards the South Downs.

We are grateful to Richard Shone for his assistance in cataloguing this and the following lot.



63 AR

DUNCAN GRANT (1885-1978)

Summer flowers in decorated vase
signed, inscribed and dated 'For Yvonne/d. grant/64'
(lower right)
oil on paper laid on card
57.2 x 39.4 cm. (22 1/2 x 15 1/4 in.)

£5,000 - 7,000
€6,800 - 9,500
US\$7,600 - 11,000

Provenance

With The Bloomsbury Workshop, London, where
acquired by the mother of the present owner
Private Collection, U.K.

The Yvonne mentioned in the present lot's dedication may refer to Yvonne Mitchell, star of 'Woman in a Dressing Gown' (1957). The actress was a close friend of Angelica Garnett, Duncan Grant's daughter, and occasionally visited Charleston.



64 AR W

MARK LANCELOT SYMONS (1887-1935)

My Lord I Meet in Every London Lane and Street

signed 'MARK SYMONS' (lower right)

oil on canvas

144.8 x 205.8 cm. (57 x 81 in.)

(unframed)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

J.P.B. Day, New York

Frederic Wadlow, Canada, acquired *circa* 1948

Private Collection, Toronto since 1974

Their sale; Waddingtons, Toronto, 15 June 2005, Lot 1170, where
acquired by the present owner

Private Collection

Exhibited

Toronto, Canadian National Exhibition, 1931, cat.no.241 (ill.p.54,
where lent by J.P.B. Day)

New York, Roberts Gallery, Toronto, *circa* 1944



65 AR

WILLIAM JOHN LEECH (1881-1968)

Les Enfants et les Ombres
signed 'Leech' (lower left) and indistinctly titled (on a label fragment
attached to the stretcher)

oil on canvas

54.6 x 73 cm. (21 1/2 x 28 3/4 in.)

(unframed)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Acquired by the present owner in the 1950s
Private Collection, U.K.

An untraced work also titled *Les Enfants et les Ombres* was exhibited by Leech at the Royal Hibernian Academy in 1920. Later Mrs Cecil Leech recalled the picture as one of the artist's most beautiful paintings. It is presumed that the present lot is a preparatory oil, painted *en plein air*, for the final R.H.A. picture (which was then offered at the substantial price of £65). The present lot demonstrates the vivid, citrus yellows and fresh greens used by Leech whilst painting in France with the New Zealand artist Sydney Lough Thompson. Thompson lived with his wife and three children, often the subject matter of both artists' work, in Concarneau, Brittany.

We are grateful to Denise Ferran for her assistance in cataloguing this lot.



66 * AR

PAUL HENRY R.H.A. (1876-1958)

The Pool in the Bog (Achill Island)

signed 'Paul Henry' (lower left)

oil on panel

19.1 x 26.1 cm. (7 1/2 x 10 1/4 in.)

Painted circa 1929-30

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

Acquired directly from the artist by the present owners
Private Collection, Canada

Exhibited

Dublin, Combridge's Gallery, *Recent Paintings by Paul Henry*, from
4 August 1930

Literature

S.B. Kennedy, *Paul Henry; Paintings, Drawings, Illustrations*, Yale
University Press, New Haven & London, 2007, p.247, cat.no.737
(as *Pool on the Bog*)

A label on the reverse reads 'THE POOL IN THE BOG (ACHILL ISLAND) BY PAUL HENRY, A.R.H.A. 13A MERRION ROW, DUBLIN (rest of label, probably with the price, torn).

In the late summer of 1920 Paul Henry and his first wife, Grace, moved into a studio at number 13A Merrion Row, Dublin. This was to be Paul's home and studio — in the later 1920s he and Grace separated — throughout the 1920s. Since leaving Paris in 1900 he had not had a proper studio, his Achill studio being just a room with poor lighting, but in his posthumous *Further Reminiscences* (1973, pp.65-6), he left a vivid description of the Merrion Row studio, where he was able to stand back and look at his work:

"It was large, with a top light, and, above all else, had character... What attracted me most about...[it] was the fact that you entered by a green door in a high wall, and found yourself in a cobbled courtyard from which an outside stairway led up to a balcony and the door of the studio... and a very old clematis, in full bloom, covered the whole front. Birds sang in its branches, and I knew at once that I could work and be happy there. In other ways it reminded me of my old Paris studio."

We are grateful to S.B. Kennedy for compiling this catalogue entry.



67 AR

GILLIAN AYRES O.B.E., R.A. (BORN 1930)

Untitled

oil and ripolin on board laid on the artist's prepared board

25.4 x 31.8 cm. (10 x 12 1/2 in.) (overall)

Painted in 1958

£4,000 - 6,000

€5,400 - 8,100

US\$6,000 - 9,100

Provenance

Private Collection

68 AR W

GILLIAN AYRES O.B.E., R.A. (BORN 1930)

Tachiste Painting 1957

oil and ripolin on board

181.5 x 61 cm. (71 1/2 x 24 in.)

£10,000 - 15,000

€14,000 - 20,000

US\$15,000 - 23,000

Provenance

With The Redfern Gallery, London, 24 July 1957, where acquired by

Lord Stradbroke

Gordon House, 2005, where acquired by the present owner

Private Collection

Exhibited

London, The Redfern Gallery, 1957, cat.no.10





69 AR W

GWYTHER IRWIN (1931-2008)

Untitled

signed 'Gwyther Irwin' (lower right)

oil on board

102.5 X 121.9 cm. (40 1/4 x 48 in.)

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

Victor Musgrave, Gallery One, London

Gordon House, 2005, where acquired by the present owner

Private Collection



70 AR W

ALAN DAVIE C.B.E., H.R.S.W. (1920-2014)

Transformation of A.D. No.1
signed, titled and dated twice 'Alan Davie/FEB 1970/
TRANSFORMATION/OF A.D. NO.1./FEB 70' (verso)
oil on canvas
152.4 x 182.8 cm. (60 x 72 in.)

£10,000 - 15,000
€14,000 - 20,000
US\$15,000 - 23,000

Provenance

With Gimpel Fils, London
With Gimpel & Hanover Galerie, Zurich, 9 April 1973, where
acquired by
Galleria d'Arte Moderna, Milan/Genoa
Private Collection, Italy

Exhibited

Edinburgh, Edinburgh International Festival, Royal Scottish Academy,
Alan Davie: Retrospective 1952-1972, 1972, cat.no.21; this exhibition
travelled to Braunschweig & Karlsruhe, Germany
Florence, Galleria Il Ponte, *Roma-London-Paris*, 2004, n.p., no.13
(col.ill.)

The present work is the first of the important *Transformation of A.D.* series which, as Douglas Hall remarks 'saw the most radical change to occur in Davie's work' (Douglas Hall and Michael Tucker, *Alan Davie*, Lund Humphries, London, p.29). From 1970 onwards new devices, apparent in the present work - block colouring, definition by line and most significantly the employment of perspective - would serve to feed Davie's purpose for many of his major, late works and defined the artist's mature output.

71 AR

ALAN REYNOLDS (1926-2014)

The Edge of the Field

signed and dated 'Reynolds 1952' (lower right)

oil on board

99.1 x 76.2 cm. (39 x 30 in.)

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

With The Redfern Gallery, London, 14 June 1952, where acquired by Frankland Dark, Esq.

Exhibited

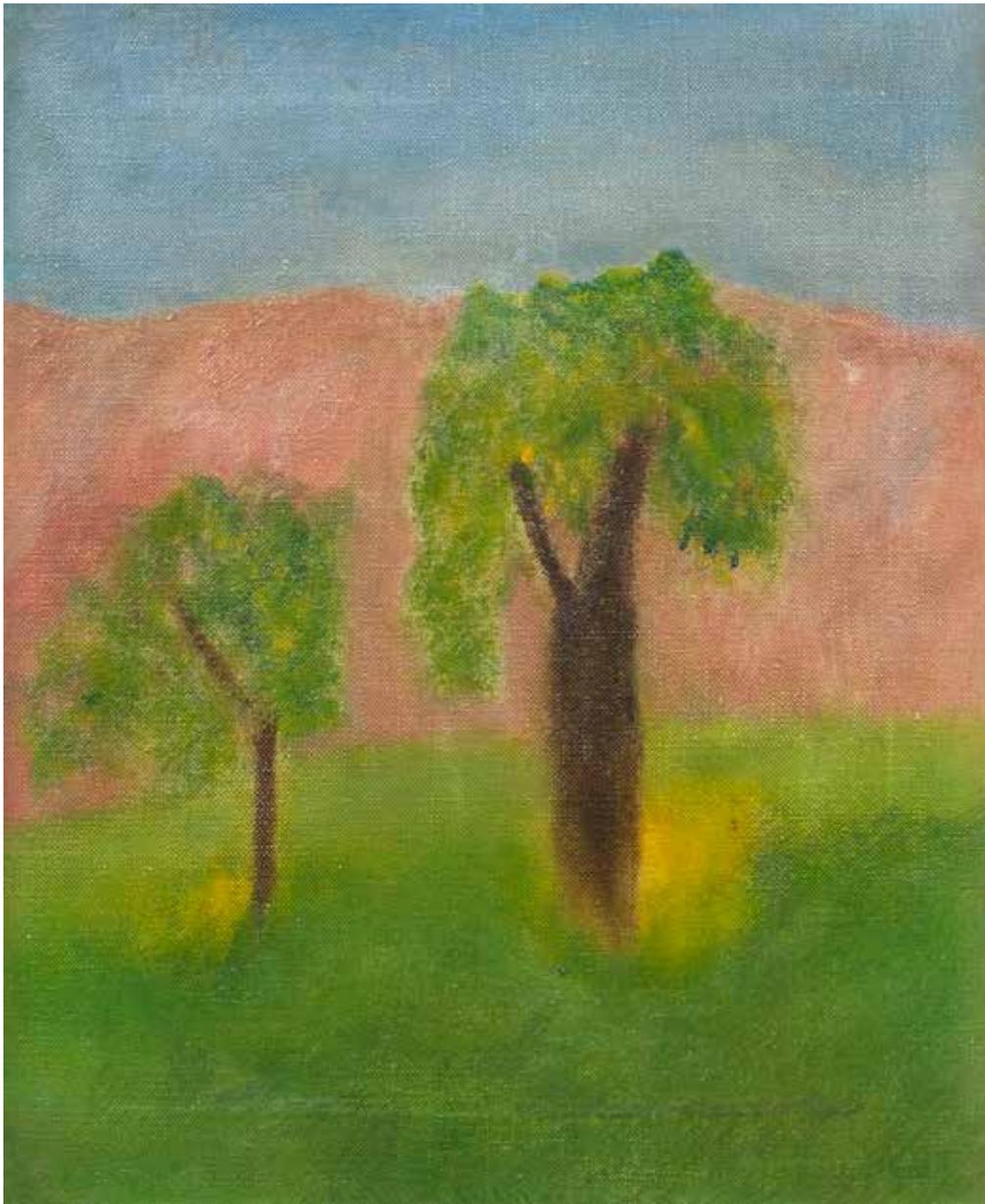
Pittsburgh, Carnegie Institute, *The 1952 Pittsburgh International Exhibition of Contemporary Painting*, 16 October-14 December 1952, cat.no.224, (ill.b&w)
San Francisco, California Palace of the Legion Honor, 1953

Having grown up in a Suffolk house of modest means during the 1920s and 30s it is little surprise that Alan Reynolds' early style was dictated by the landscape around him. As a child he was influenced by the work of Paul Nash, the quintessentially English painter whose images of World War I such as *The Ypres Salient at Night* (1918, Imperial War Museum), would have been known to the aspiring artist from commercial reproductions. In a similar manner to Ivon Hitchens working from his renowned Sussex home of Greenleaves, Reynolds was seeking modernity through his available surroundings and Nash was an excellent role model in this instance. The importance of Paul Klee must also be acknowledged whose work resonated through the post-war art scene and whose *Nocturnal Festival* (1921, Solomon R. Guggenheim Museum, New York) was copied by Reynolds on more than one occasion and echoes of which can be felt throughout a number of the artist's pictures including the present work.

As with many of Alan Reynolds' pictures and in a similar vein to Klee, *The Edge of the Field* is painted as if at twilight. The artist tackles the landscape face on and at ground level, using the thin vertical hop poles to naturally abstract and break the composition which is particularly effective given the strong horizontal line distinguishing between ground and sky. The perspective is further enhanced by the inclusion of farm buildings and geometric forms on either side of the work leading us to the larger structure on the horizon. The painting conveys what Reynolds had intended in trying to find the 'things behind' the landscape.

Dating to 1952, *The Edge of the Field* was exhibited at The Redfern Gallery the same year. Alongside prominent names such as the Hanover and Leicester Galleries, Redfern had built a reputation for successfully promoting the art of the time. Bernard Denvir from *Art News and Review* commented that each Summer Exhibition was a 'kind of unofficial Academy Summer Show of the left wing of art' and there was significant demand amongst collectors (Michael Harrison, *Alan Reynolds*, Lund Humphries, Farnham, p.19).





72 AR

CRAIGIE AITCHISON C.B.E., R.A. (1926-2009)

Two trees in a landscape

oil on canvas

30.6 x 25.4 cm. (12 x 10 in.)

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

The Artist

Euan Uglow

Thence by descent



73 AR

CRAIGIE AITCHISON C.B.E., R.A. (1926-2009)

Milk-Bottle Still Life

oil on canvas

45.7 x 35.6 cm. (18 x 14 in.)

Painted in 1963

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

Gifted by the Artist to

Euan Uglow and his wife following their wedding, *circa* 1964

Exhibited

Glasgow, University of Glasgow and Arts Council Scottish Committee,

An Exhibition of Scottish Artists Aged Plus/Minus 30, 1964, cat.no.6

(where lent by the artist)

Craigie Aitchison arrived at the Slade in October 1952 and soon became friends with fellow student Euan Uglow. Although distanced and in awe of Uglow at first, the ice was broken by a chance encounter on the top deck of the number 14 bus on Tottenham Court Road. They went on to be lifelong friends, painting, dining and even playing ping pong together.

Just over a decade on from that first meeting, the present lot was gifted by the artist to Uglow as a wedding gift, indicating his own high regard for the work. The simple, clearly defined elements recall Craigie's admiration for the painter Giorgio Morandi (1890-1964). He was impressed by the Italians economy of form and tonal subtlety. Here, a milk bottle and eggcup are presented against a backdrop of tumbling vines using the chalky, soft palette so typical of this period of his work.



74 AR

EUAN UGLOW (1932-2000)

Nuns in Segovia

signed and inscribed 'Nuns in Segovia (Spain)/oil on board/Happy Birthday/Hope you like the Frame/Love Euan' (on two labels verso)

oil on board

21.6 x 17.5 cm. (8 1/2 x 6 7/8 in.)

Painted in 1952

£5,000 - 7,000

€6,800 - 9,500

US\$7,600 - 11,000

Provenance

The Artist, by whom gifted to
Tanya Uglow

Literature

Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale
University Press, New Haven and London, 2007, p.14, cat.no.36 (col.ill.)



75 AR

EUAN UGLOW (1932-2000)

Nude

oil on canvas

43.2 x 53.6 cm. (17 x 21 1/8 in.)

Painted circa 1958

£12,000 - 16,000

€16,000 - 22,000

US\$18,000 - 24,000

Literature

Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale University Press, New Haven and London, 2007, p.38, cat.no.100 (col.ill.)

76 AR

EUAN UGLOW (1932-2000)

Gloria

oil on linen

50.2 x 61.3 cm. (19 3/4 x 24 1/8 in.)

Painted in 1958

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

Acquired directly from the artist by the present owner
Private Collection, U.K.

Exhibited

London, Beaux Arts, *Euan Uglow; Paintings & Drawings*, 1 June 1961,
cat.no.30

London, Whitechapel Art Gallery, *Euan Uglow*, organised by the
Arts Council of Great Britain, 18 April-19 May 1974, cat.no.13; this
exhibition travelled to Truro, Royal Institution of Cornwall, 7-28 June,
Middlesbrough, Teesside Art Gallery, 20 July-24 August, Manchester,
Peterloo Gallery, 3-28 October and Brighton, Gardner Centre for the
Arts, University of Sussex, 5-27 October

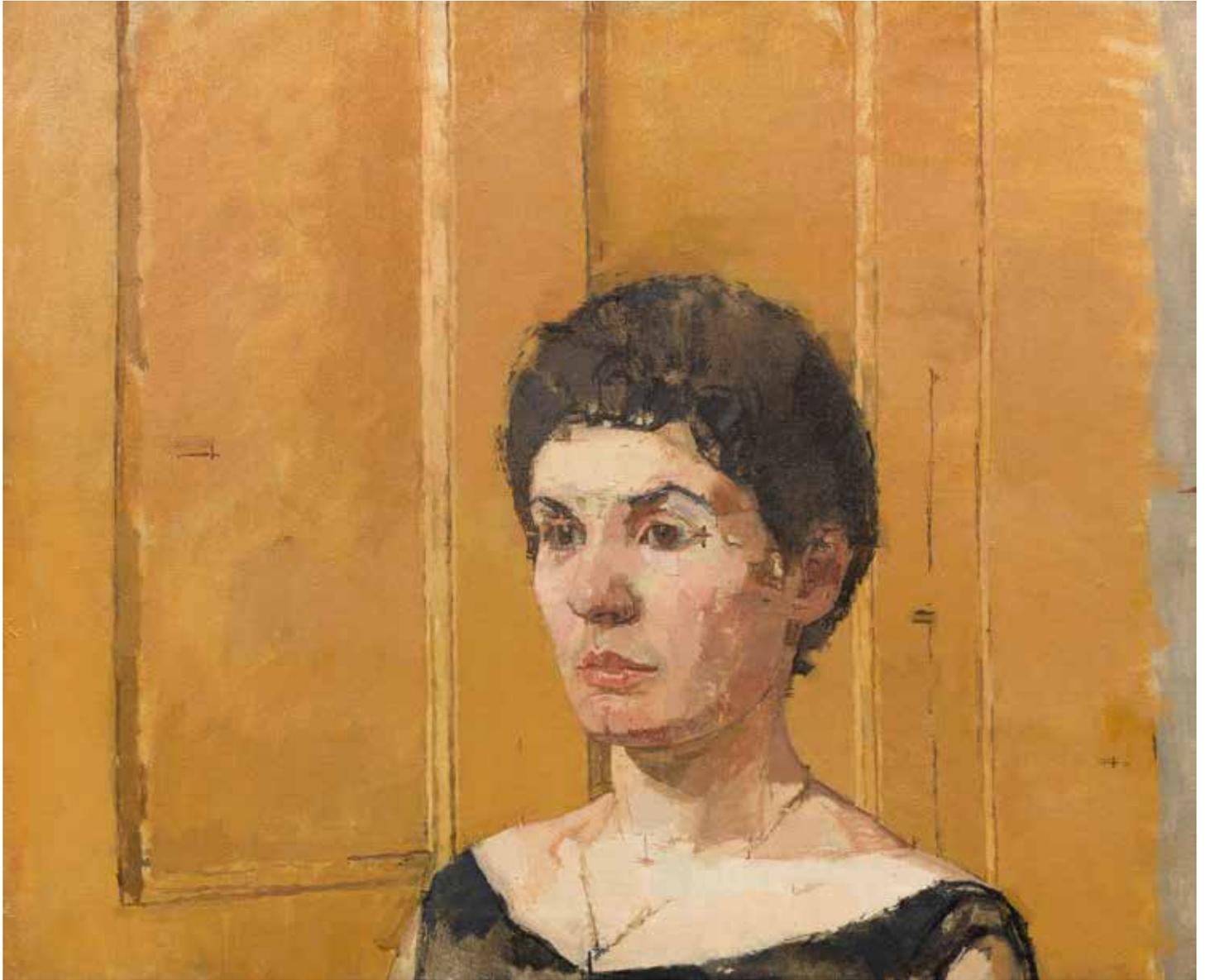
Literature

Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale
University Press, New Haven and London, 2007, p.42, cat.no.109 (col.ill.)

Described as 'extraordinarily beautiful' and 'Madonna-like', Gloria Ceconne first met Uglow in 1958. He painted her on three occasions between 1958 and 1960 when she returned to Italy, later they corresponded by letter and Uglow visited her and her second husband Hans Hörtig at their home near Lugano and their estate at Pignano, near Volterra. The present oil is the first of these three works, the second being a smaller, similarly composed portrait and the third a major oil, described by the artist's close friends as 'one of his grandest and most sensual nudes' (Catherine Lampert, *Euan Uglow, The Complete Paintings*, Yale University Press, New Haven and London, 2007, p.43).

Richard Kendall elaborates on the portraits for us; 'Throughout his *oeuvre* as a painter of portraits, still lifes and nudes instances can be found in which his detachment was less than complete and his choice of motif was privately sentimental or poignant...Two portraits of Gloria Ceconne made in the late 1950s are a particularly acute case in point. Both conform to the pattern already outlined, where head and upper body are depicted slightly off-centre and subsidiary rectangles behind the model echo the flatness of their respective canvases. The Italian sitter gazes distantly towards the left in each image, her black hair and dark costume adding to a sense of sobriety that verges on bleakness. Although nothing in the picture tells her story, it is not surprising to discover that Ceconne had just been through a sad personal experience. Uglow explained that she had come to England to work after the death of her husband; the young woman herself recalled that she looked solemn in these portraits as she 'was thinking of recent life tragedies in her life'." (Kendall in *op.cit* p.28).

We are grateful to Catherine Lampert for her assistance in cataloguing this lot.





77 AR

ROBYN DENNY (1930-2014)

Collage 9

signed and dated 'Denny 57' (lower right); further signed, titled and dated again 'Robyn Denny/Collage 9. 1957' (verso)

mixed media on board

66.6 x 76.8 cm. (26 1/4 x 30 1/4 in.)

£5,000 - 7,000

€6,800 - 9,500

US\$7,600 - 11,000

Provenance

Private Collection



78 AR W

ROBYN DENNY (1930-2014)

Painting Feb 1958

Signed 'R. DENNY' (verso)

oil on board

101.6 x 121.9 cm. (40 x 48 in.)

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

Gordon House, 2005, where acquired by the present owner
Private Collection

Exhibited

Liverpool, John Moores, 1958

Painting Feb 1958 was produced in the spring following Denny's graduation from the Royal College of Art. In the works dating from the preceding three years, Denny developed an abstract, tachist style and exhibited the results in the annual and influential student shows *Young Contemporaries*. Denny's thesis at the RCA was entitled *Language, Symbol, Image; An Essay of Communication* and in it the artist theorised on 'the relationship between precise meaning and free physical action through the language of sign and gesture' (David Thompson, *Robyn Denny*, Penguin Books, Middlesex, 1971). From 1956, with this focus, typography (stencilled and overlaid) entered into his already densely mosaicked tachist idiom. The words, in the present instance 'GO', were often rendered undecipherable but remained nonetheless messages within abstraction. Typography developed, through collage, to become a celebrated aspect of Denny's early output, most notably in his 1959 mural for the Austin Reed shop in Regent Street, London.

79 AR

GERALD LAING (1936-2011)

Study for "Capriccio"

stamped with studio stamp (lower left); signed, titled and dated 'Study for "CAPRICCIO 2004" Gerald Laing' and further stamped with studio stamp twice (on the canvas overlap)

oil on canvas

91.5 x 81.3 cm. (36 x 32 in.)

This work is recorded as CR616 in the Artist's archive

£30,000 - 50,000

€41,000 - 68,000

US\$45,000 - 76,000

Provenance

Purchased directly from the artist by the present owner in 2007

Private Collection, U.K.

Exhibited

Cambridge, King's College, *Gerald Laing, War Paintings*, 2005

Gallery Salvador, Paris, 2005

Wolverhampton, Wolverhampton Art Gallery, *Pop Protest: Art for an*

Anxious Age, 1 May-30 October 2010 (where lent by the present owner)

Please note that this work is accompanied by a copy of a letter from the artist to the present owner discussing the work.

Study For "Capriccio" belongs to a concise and charged series of 'War Paintings' which, bar an occasional foray, marked a return to painting for Laing following an absence of more than three decades. Celebrated for his iconic and subversive Pop paintings of the 60s and early 70s featuring imagery of pinups, astronauts and dragsters, Laing's focus throughout the late 70s, 80s and 90s shifted to exploring abstract and figural sculpture. However in 2003, in direct response to the War in Iraq Laing, an ex-serviceman himself, revisited both canvas and his developed Pop rhetoric to tackle a subject which he felt he could not ignore:

It grieves me to see that the daughters and granddaughters of some of my Starlets have joined the US Army and served at Abu Ghraib, that the descendants of my Navy Pilot bomb defenceless cities from 35,000 feet, that the myth of the American Dream is being imposed by force as a new imperialism, and that the great adventure in space is reduced to numerous, mostly warlike, surveillance satellites.

I have painted them again, in their new roles.

(Gerald Laing, www.geraldlaing.com, 2006).

The resultant canvases exude the instant and bold vigour of his early works whilst proclaiming the commentary of a resilient and determined mind.

In *Study For "Capriccio"* Laing appropriates perhaps the most familiar of the photographs to be released by Amnesty International depicting the human rights violations implemented against Iraqi detainees at Abu Ghraib. In both images a cruciform, cloaked figure stands perilously in threat of electrocution. The abhorrent reality of the situation depicted is here somewhat betrayed by Laing's purposeful selection of light, warm and crisp tones jostling amidst sprightly nods to the work of Warhol and Lichtenstein (both of whom the artist crossed paths with while working in New York in '63). The resultant image is both a critique of the action depicted, and of the iconic status awarded to the photograph through media reiteration. The contradictory nature of the work is augmented by the titling, *Capriccio*, meaning both a quick paced and lively piece of music and a fantastical imagined scene in art. Each decidedly irreverent choices when considered with the subject of the picture, however neither more so the literal translation from the Latin; to have ones hair stand on end.



80 AR

SIR PETER BLAKE (BORN 1932)

Football Player I

signed 'P. Blake' (lower right)

pen, ink, watercolour and gouache

38.4 x 21.2 cm. (15 1/8 x 8 3/8 in.)

£20,000 - 30,000

€27,000 - 41,000

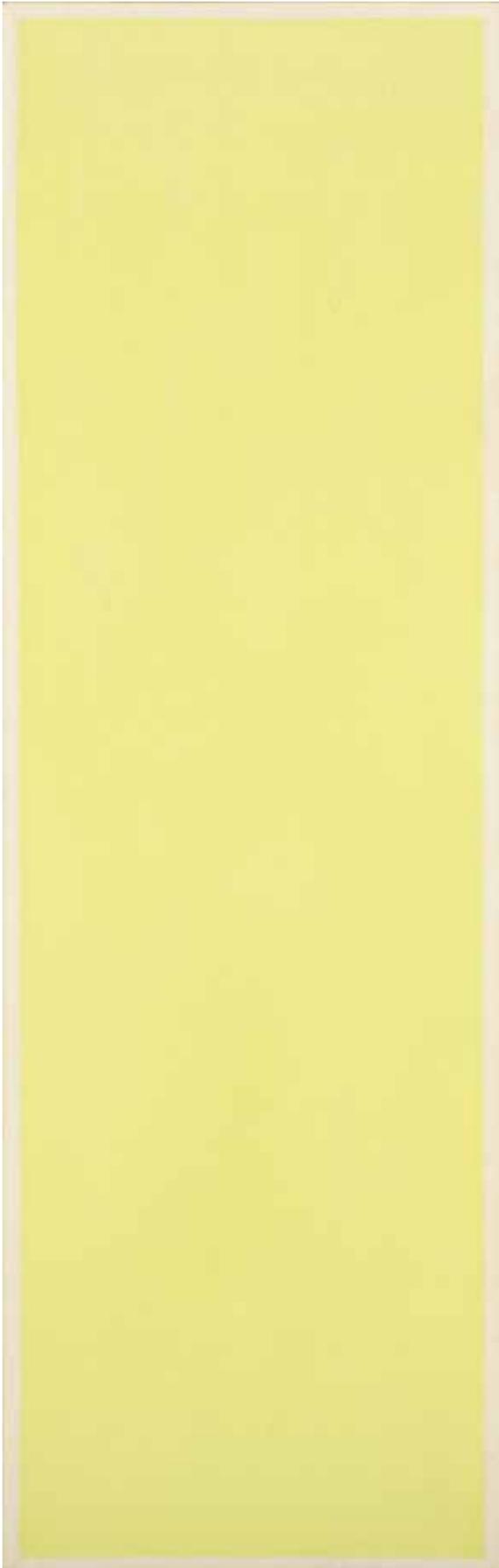
US\$30,000 - 45,000

Provenance

Sale; Sotheby's, Olympia, 16 February 2005, lot 211, where acquired by the present owner
Private Collection

Projection of identity is an important and longstanding theme within Blake's work. Notable examples include the adorned torso of *Loelia*, *World's Most Tattooed Lady* (1955, Private Collection) and the collections of pictures presented by the figures of *On The Balcony* (1955-7, Tate). In both, the inclusion of personal ephemera within his portraiture further develops the character of the sitter. Perhaps the most direct example of this theme is *Self-Portrait with Badges* (1961, Tate) in which the artist depicts himself displaying iconography as diverse as Elvis Presley, Pepsi Cola and the Union Jack. A badge, the patriotic 'ER', is worn by the subject of the present work, a footballer. His national pride is further suggested by the red, white and blue bunting upper right, a palette which extends throughout the composition.





81 AR

WILLIAM TURNBULL (1922-2012)

Untitled

signed and dated 'Turnbull 11-1968' (on the canvas overlap)

oil on canvas

121.9 x 38.1 cm. (48 x 15 in.)

(unframed)

£4,000 - 6,000

€5,400 - 8,100

US\$6,000 - 9,100

Provenance

Private Collection



82 * AR

LYNN CHADWICK (1914-2003)

Maquette III for Manchester Sun
signed and dated 'Lynn Chadwick/1963' (verso)
fibreglass

62.1 cm. (24 1/2 in.) in diameter

Conceived in a fibreglass edition of 2

£7,000 - 10,000

€9,500 - 14,000

US\$11,000 - 15,000

Provenance

With The New Art Centre, London

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2006, p.206-207, cat.no.422 (ill.b&w, another cast)

The present work was also cast in aluminium (edition of 2) and bronze (edition of 4) and is a maquette for the monumental unique version in fibreglass and gold leaf. This measures almost five metres in diameter and is installed on the Williamson Building at the University of Manchester.



83 * AR

LYNN CHADWICK (1914-2003)

Maquette VI Sitting Elektra

signed, inscribed and dated '583 6/6 Chadwick 70.' (at the base)
bronze with a black patina, polished face and torso
31.4 cm. (12 3/8 in.) high

£15,000 - 20,000

€20,000 - 27,000

US\$23,000 - 30,000

Provenance

With The New Art Centre, London

Exhibited

Brussels, Galerie Withofs, October-November 1969 (another cast)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2006, p.262-263, cat.no.583 (ill.b&w, another cast)



84 *AR

SIR EDUARDO PAOLOZZI (1924-2005)

Head

signed, inscribed and dated 'A/C E PAOLOZZI 1994' and stamped with the Livingstone Art Foundry stamp (around the base)

bronze with a black patina

30 cm. (11 3/4 in.) high

£8,000 - 12,000

€11,000 - 16,000

US\$12,000 - 18,000

Provenance

Acquired directly from the Artist
Private Collection, U.S.A.

We are grateful to Professor Robin Spencer for his assistance in cataloguing this lot.



Lynn Chadwick's *Sitting Couple II* (1980)



Lynn Chadwick; Ida Kar, © National Portrait Gallery, London

85 AR

LYNN CHADWICK (1914-2003)

Sitting Couple II

inscribed and indistinctly numbered 'EA1/797S ?/9' and stamped with the Morris Singer Foundry stamp (on the female figure's cloak)

bronze with a black patina, polished faces

91.5 cm. (36 in.) wide

Conceived in 1980, an *hors commerce* cast

£100,000 - 150,000

€140,000 - 200,000

US\$150,000 - 230,000

Provenance

The family of the Artist

Exhibited

New York, Marlborough Gallery, April-May 1983 (ill.b&w, another cast)

Literature

Kunst Beeld, 12/8, Amsterdam, Sept. 1988, pp.28-9 (col.ill., another cast)

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund Humphries, Aldershot, 2006, pp.338-339, cat.no.797S (ill.b&w, another cast)

Cloaked, reclining, winged, standing, walking, watching and of course, as in the present example, sitting – the theme of the couple preoccupied Lynn Chadwick throughout his career. The sheer number of different forms they took over a period of five decades shows the enduring hold they had on the artist.

Mobiles and beasts constructed of welded iron, rods and plaster in the early 1950s soon gave way to the first figures. Initially, they emerged all spindly legs and small, heraldic heads, maintaining an architectural feel. But in the following years the now familiar wings and square flat heads appeared, progressing later into the first seated works of the 1960s. Moving through the decade, the concept was explored further - certain body parts became polished, heads grew taller and multi-faceted, trunks and legs thicker. Later, in the early 1970s, a clear sexual differentiation was established – square head for male, triangular for female.

Sitting Couple II dates from 1980 by which point, Chadwick was truly master of his chosen subject. Here, the couple sit together, resting quietly. Their dignified pose is supported by the joined cloaks they wear, anchoring them to ground and the faces are, as always, blank, with the artist once declaring “No expression is an expression” (*Lynn Chadwick: The Couple*, exhibition catalogue, Pangolin London, 2011, p.3). The body language however reveals a tenderness with their legs leaning inwards towards one another, the overall impression being one of content and intimacy.





86 AR

LYNN CHADWICK (1914-2003)

Standing Figure

signed with initial, numbered and dated 'C/77/758/3/8'

(on the back)

bronze with a black patina

21.2 cm. (8 3/8 in.) high

£6,000 - 8,000

€8,100 - 11,000

US\$9,100 - 12,000

Provenance

With Everard Read Gallery, Johannesburg, where acquired

by the present owner in the early 1980s

Private Collection, Germany

Exhibited

London, Marlborough Fine Art, February-March 1978, cat.no.13
(another cast, ill.b&w)

Zurich, Marlborough Galerie, April-May 1978, cat.no.13 (another
cast, ill.b&w)

Literature

Dennis Farr & Éva Chadwick, *Lynn Chadwick, Sculptor*, Lund
Humphries, Aldershot, 2006, p.320, cat.no.758 (ill.b&w, p.321,
another cast)



87 AR

REG BUTLER (1913-1981)

Girl

signed with monogram, numbered '5/8' and stamped with the Susse Foundry Paris stamp (on the base)

bronze with a brown patina

24.2 cm. (9 1/2 in.) high

Conceived and cast in 1951

£5,000 - 7,000

€6,800 - 9,500

US\$7,600 - 11,000

Provenance

Private Collection, U.K.

Sale; Bonhams, London, 24 June 2003, lot 124

Exhibited

London, Hanover Gallery, *Reg Butler: Sculpture*, May-June 1957, cat.no.1 (another cast)

London, Tate Gallery, *Reg Butler*, 16 November 1983-15 January 1984, cat.no.30 (another cast)

Literature

Margaret Garlake, *The Sculpture of Reg Butler*, The Henry Moore Foundation in association with Lund Humphries, Much Hadham & Aldershot, 2006, p.130, cat.no.94 (ill.b&w, p.131, another cast)

Girl is an early example of Butler's volumetric female figures. The subject is Butler's student Rosemary Young, a sculptor who became his life-long companion, muse and colleague. Here she is depicted holding a clay modelling knife.



88 AR W

IVON HITCHENS (1893-1979)

Lake Corner with a Boat
signed 'Hitchens' (lower right); further signed, inscribed and dated
"Lake Corner with a Boat 1957"/by IVON HITCHENS/Collection'
(on a label attached to the stretcher)
oil on canvas
43.2 x 109.2 cm. (17 x 43 in.)

£40,000 - 60,000

€54,000 - 81,000

US\$60,000 - 91,000

Provenance

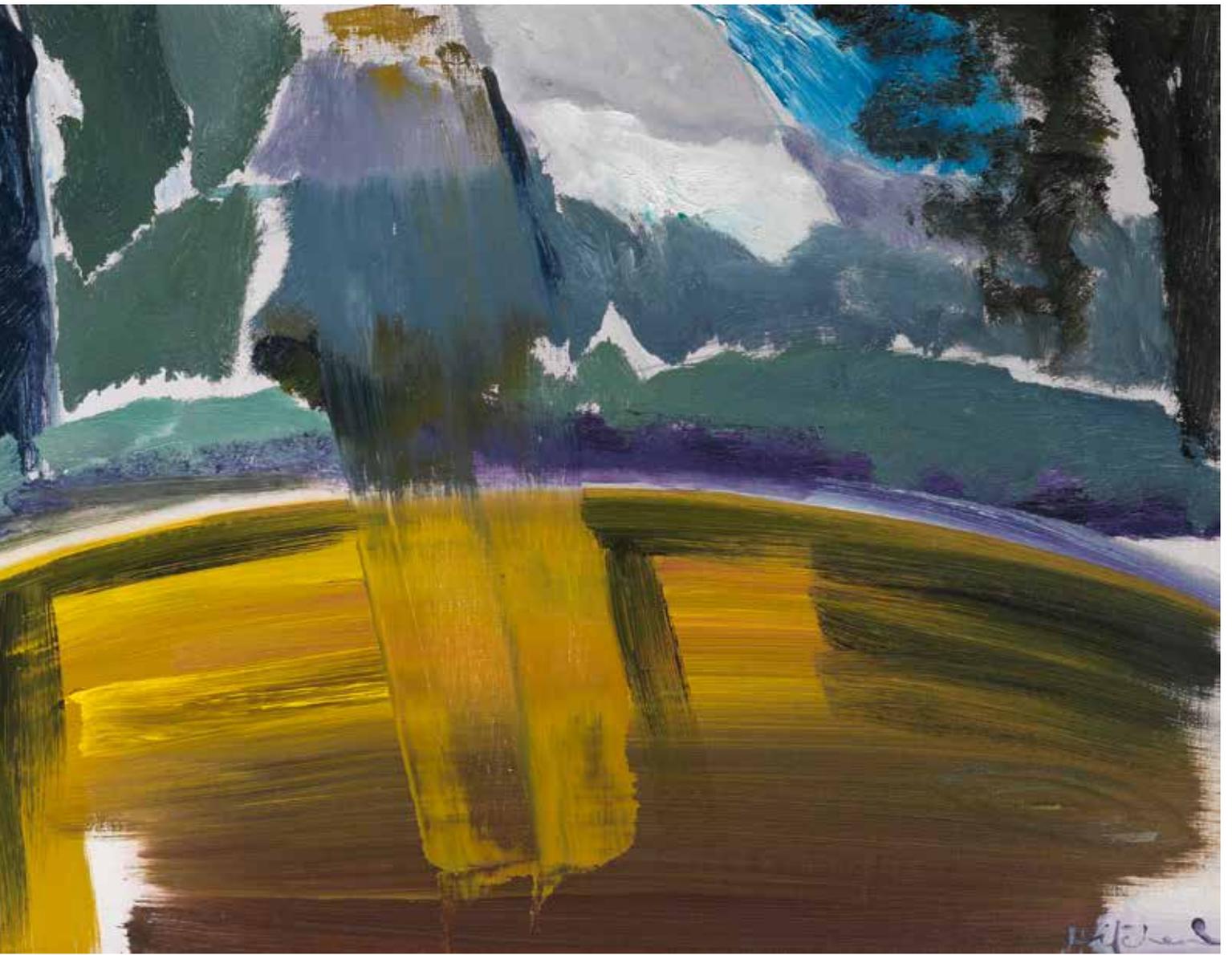
A.D. Peters, and by descent to
Miss Margot Grahame
Her estate's sale; Christie's, London, 12 March 1982, lot 152
With The New Art Centre, London

Exhibited

London, The New Art Centre, May 1982, cat.no.2

Margot Grahame (1911-1982) was a British film star of the 1930s and 40s, remembered for her role in *The Three Musketeers*. A.D. Peters was a notable literary agent who represented J.B. Priestley amongst many others.

We are grateful to P.A. Khoroché for his assistance in cataloguing this and the following three lots.





89 AR

IVON HITCHENS (1893-1979)

Summer Winds

signed, inscribed and dated indistinctly 'Summer Winds circa 197/Ivon Hitchens/Greenleaves. Petworth. W. Sussex' (on a label attached to the stretcher)

oil on canvas

50.8 x 76.3 cm. (20 x 30 in.)

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 27,000

Provenance

Gifted by the artist's wife to the present owner in the 1980s

Please note that this work has been authenticated by John Hitchens, the artist's son, and bears studio stamp (verso).



90 AR

IVON HITCHENS (1893-1979)

Tangled Pool No. 2

signed 'Hitchens' (lower left); further signed and inscribed
'IVON HITCHENS/Greenleaves/ Lavington Common/Petworth
Sussex/"Tangled Pool No 2"' (on a label attached to the stretcher)

oil on canvas

40.6 x 73.7 cm. (16 x 29 in.)

Painted in 1947

£20,000 - 30,000

€27,000 - 41,000

US\$30,000 - 45,000

Provenance

Sale; Sotheby's, London, 6 February 1985, lot 504

Sale; Phillips, London, 18 June 1985, lot 155, where acquired by the
present owner
Private Collection, U.K.

The present work is number two in a series of ten 'Tangled Pool'
oils all dating from 1946-7. Other examples from this series are in
the collections of the British Council (No.5), The Mercer Art Gallery,
Harrogate (No.1), Birmingham Museums Trust (No.9) and the National
Gallery of Scotland (No.10) and No.6 from the suite was formerly in the
Howard Bliss Collection.



91 AR

IVON HITCHENS (1893-1979)

Fisher's Pool

signed and dated 'Hitchens 70' (lower right); further signed, inscribed and dated again "'Fisher's Pool'/1970/by IVON HITCHENS/
Greenleaves. Petworth. Sussex' (on a label attached to the stretcher)
oil on canvas

45.7 x 86.4 cm. (18 x 34 in.)

£12,000 - 18,000

€16,000 - 24,000

US\$18,000 - 27,000

Provenance

With Waddington Gallery, London, where acquired by
Dr. R.W. Hey

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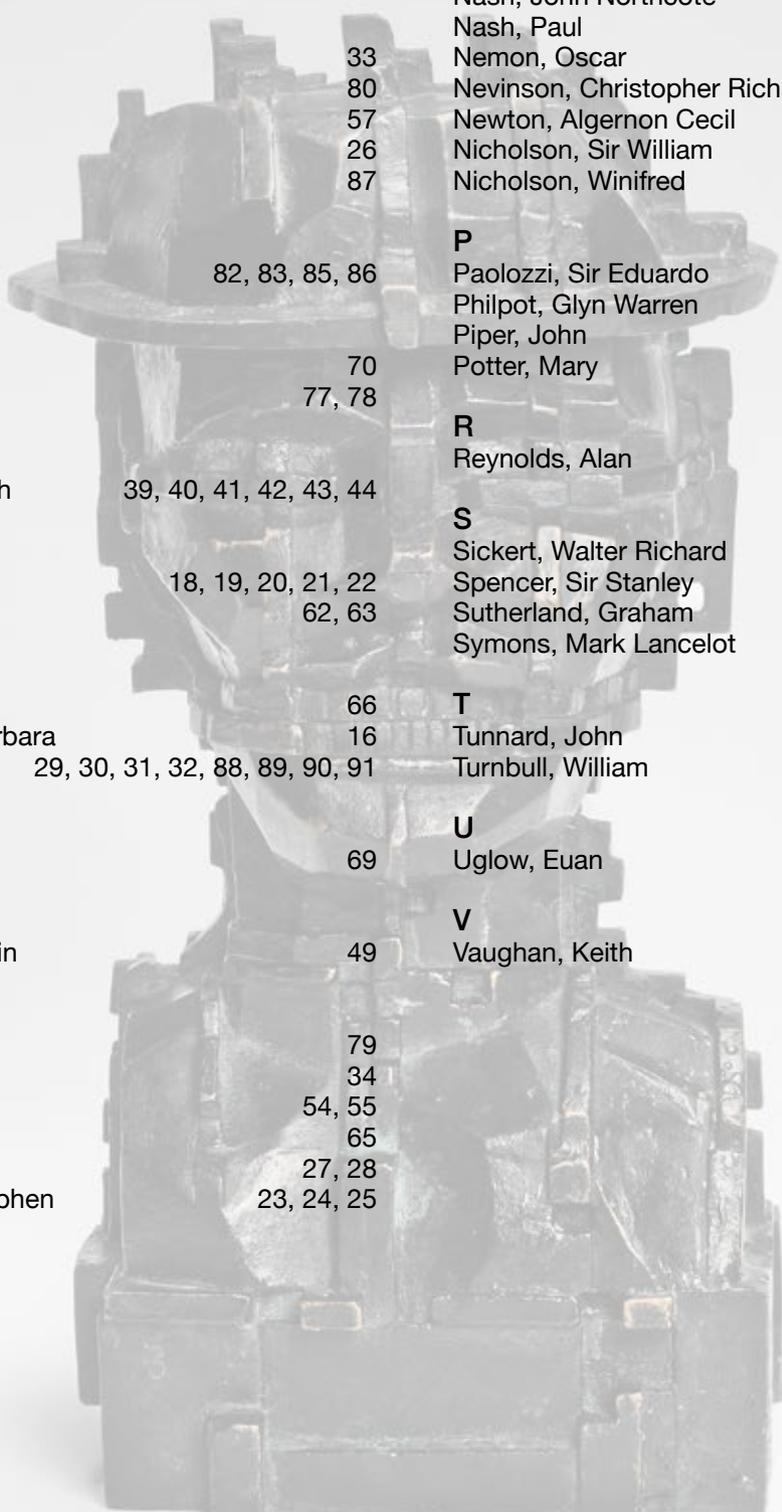
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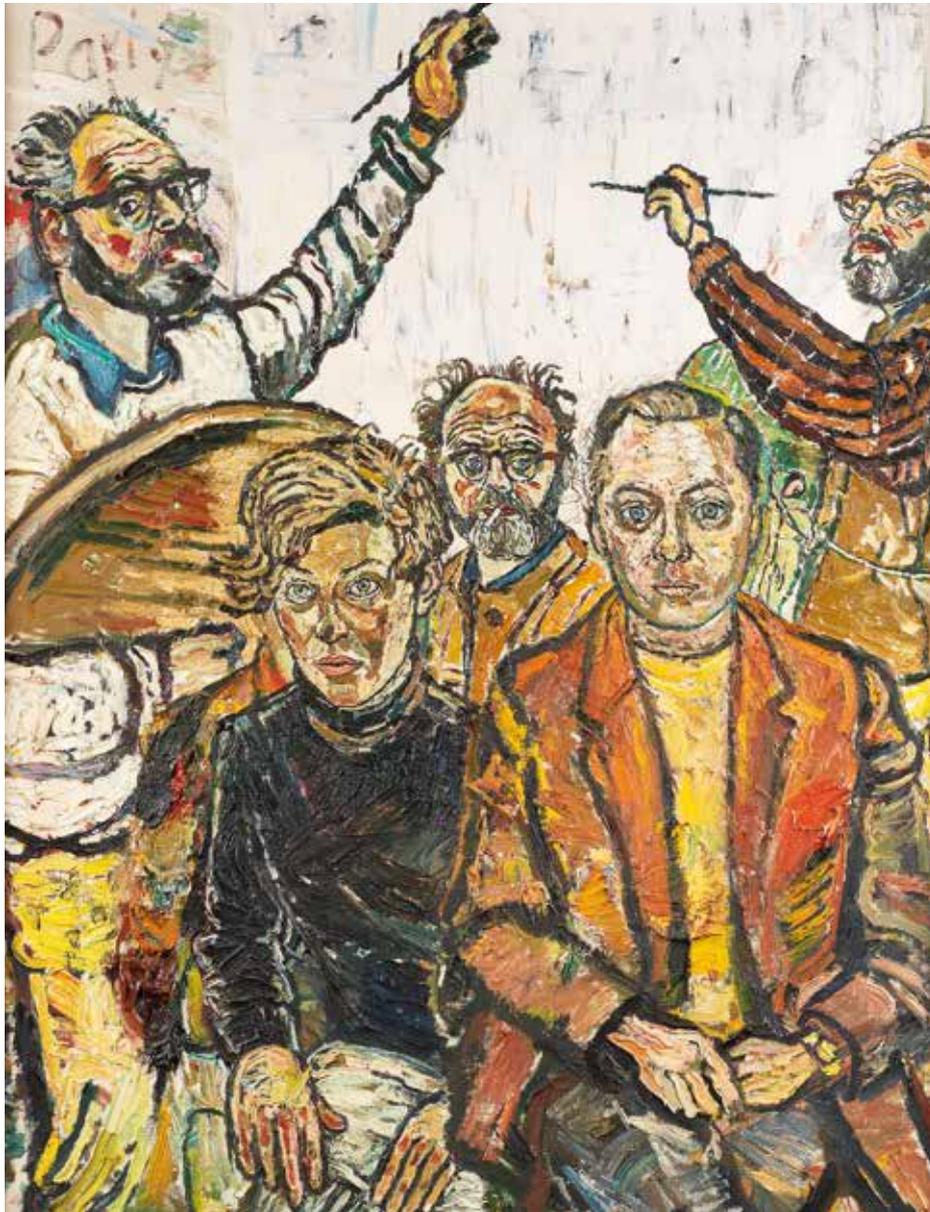
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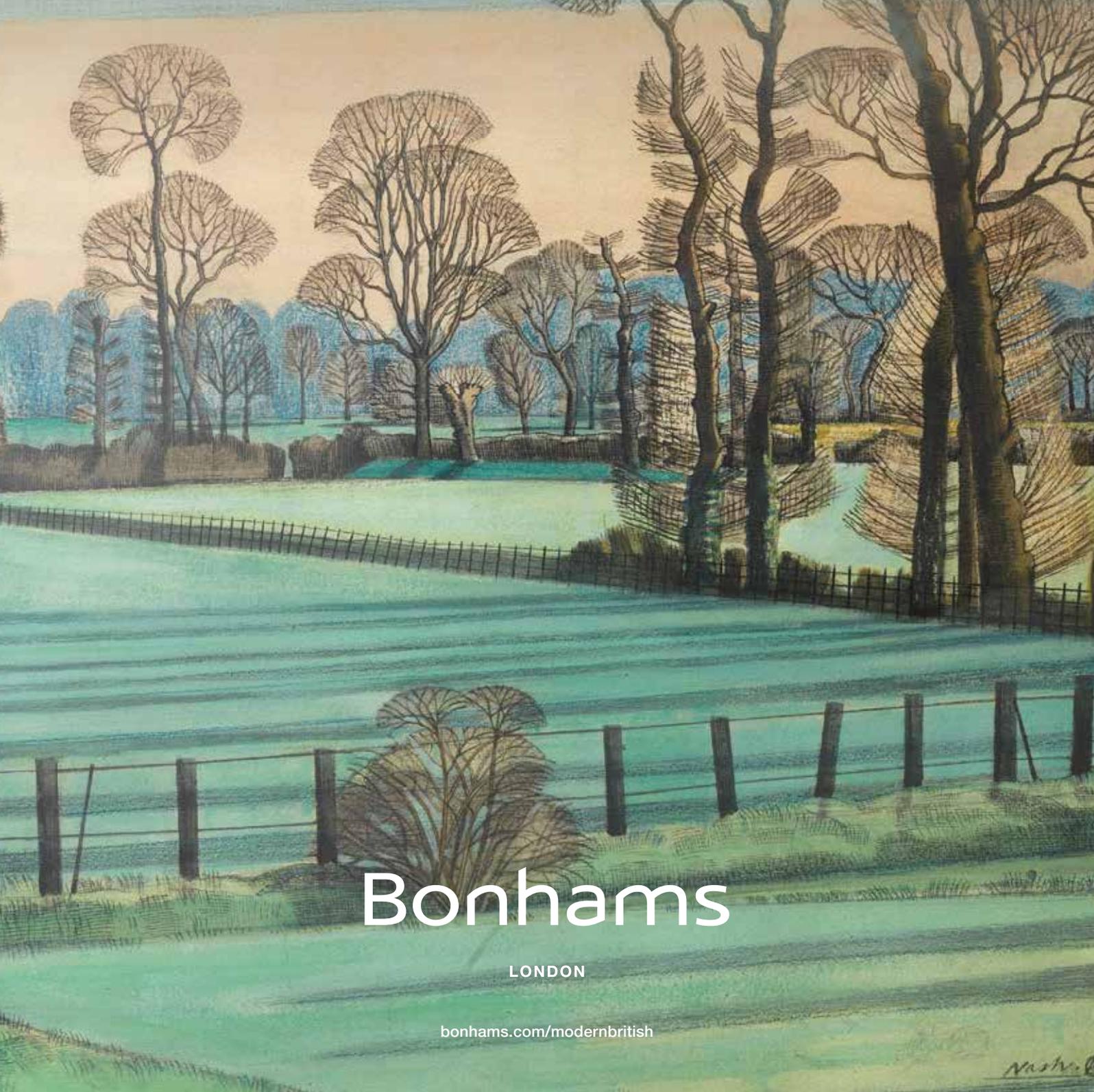
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PAUL NASH (1889-1946)

A Drawing
signed 'Nash' and with monogram
(lower right)

55.9 x 38.1 cm. (22 x 15 in.)

Sold for £212,500 in November 2014



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THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to

address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale Information* at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the * of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	10	MISCELLANEOUS	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	10.1		10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.2		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	11	GOVERNING LAW		
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the Seller is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
 - 3.1.1 the *Purchase Price* for the Lot;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
 - 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
 - 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
 - 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
 - 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
 - 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
 - 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.
- #### 4 COLLECTION OF THE LOT
- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
 - 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
 - 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the Lot before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to *Bonhams' order* and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank PLC from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and *Definitions and Glossary*.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), *"Seller"* includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself
 Please contact me with a shipping quote (if applicable)

Sale title: Modern British and Irish Art		Sale date: Wednesday 10 June 2015													
Sale no. 22809		Sale venue: New Bond Street													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
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Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□□ - □□□□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.
Please email or fax the completed Auction Registration form and requested information to:
 Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com
 Bonhams 1793 Limited, Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.











EB 1793

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